IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Civil No.:

Plaintiff

<u>COMPLAINT - ACTION TO</u> FORECLOSE A MORTGAGE

-v-

Frank A. Catalano, III Boston, NY 14025

Arlene A. Catalano Derby, NY 14047

Ford Motor Credit Company 17197 N. Laurel Park Drive Suite 402 Livonia, MI 48152

JOHN DOE, MARY ROE AND XYZ CORPORATION, 6980 Wellington Drive Derby, New York 14047

D۵	£	_	~	a	_	n	+	_
1100	Τ-		77	(1	$\sim$	Τì	1	94

The United States of America, a Sovereign, by Forsyth, Howe, O'Dwyer, Kalb & Murphy, P.C., Attorneys for the plaintiff, complains and alleges as follows:

- 1. This Court has jurisdiction under the provisions of Title 28, United States Code, Section 1345.
- 2. On or about 11/25/1987, at the request of the defendant, Frank A. Catalano, III, Arlene A. Catalano, (hereinafter referred to

as the "Debtor"), the plaintiff, the United States of America, acting by and through its agency, Farmers Home Administration, n/k/a Rural Housing Service, did lend to the Debtor, the sum of \$42,000.00, which sum the Debtor did undertake and promise to repay, with interest at 9% in specified monthly installments.

- 3. As evidence of the indebtedness, the Debtor did execute and deliver to the plaintiff a Promissory Note dated 11/25/1987, a true copy of which is attached as Exhibit "A".
- 4. In order to secure the payment of the indebtedness the Debtor, did execute, acknowledge and deliver to the plaintiff, a real property mortgage dated 11/25/1987, a true copy of which is attached as Exhibit "B".
- 5. The mortgage was duly recorded on 11/25/1987 in the Erie County Clerk's Office in Liber 9877 of Mortgages at Page 105.
- 6. This loan was reamortized by Reamortization Agreement executed by the Debtors on 6/25/1997. A copy of the Reamortization Agreement is attached hereto as Exhibit "C".
- 7. On or about 6/13/1990, at the request of the defendant,
  Frank A. Catalano, III, Arlene A. Catalano, (hereinafter referred to
  as the "Debtor"), the plaintiff, the United States of America, acting

by and through its agency, Farmers Home Administration, n/k/a Rural Housing Service, did lend to the Debtor, the sum of \$29,100.00, which sum the Debtor did undertake and promise to repay, with interest at 8.75% in specified monthly installments.

- 8. As evidence of the indebtedness, the Debtor did execute and deliver to the plaintiff a Promissory Note dated 6/13/1990, a true copy of which is attached as Exhibit "D".
- 9. In order to secure the payment of the indebtedness the Debtor did execute, acknowledge and deliver to the plaintiff, a real property mortgage dated 6/13/1990, a true copy of which is attached as Exhibit "E".
- 10. The mortgage was duly recorded on 6/29/1990 in the Erie County Clerk's Office in Liber 10734 of Mortgages at Page 675.
- 11. This loan was reamortized by Reamortization Agreement executed by the Debtors on 6/25/1997. A copy of the Reamortization Agreement is attached hereto as Exhibit "F".
- 12. Plaintiff is now the owner and holder of the Promissory Note(s) and Mortgage(s).
  - 13. Pursuant to the terms of certain Interest Credit Agreements

executed by a representative of the Farmers Home Administration and the Debtor, the interest described in the Promissory Note was reduced during each Agreement's effective period. Pursuant to 42 U.S.C. 1490a, and the fifth paragraph of the first "WHEREAS" clause of the Mortgage, any interest credit assistance is subject to recapture upon the disposition of the property. True copies of said Subsidy Repayment Agreement and the Interest Credit Agreements and Data Entry Sheets are attached as Exhibits "G" and "H", respectively.

- 14. The Debtor has breached and violated the provisions of the Promissory Note and Mortgage in that he did neglect and fail to pay the installments of principal and interest when due, despite due demand therefore and by failing to make payment of real property taxes when due, thus making it necessary for the plaintiff to pay the same to protect its interest.
- 15. On 7/19/2005 an Order for Relief under Chapter 7 of the Bankruptcy Code was entered based upon a petition filed by Arlene A. Catalano in the United States Bankruptcy Court for the Western District of New York as Case Number 05-16154. On 11/03/2005, the Bankruptcy Court entered an Order discharging the Arlene A. Catalano and the bankruptcy case was subsequently closed on 11/30/2005.
- 16. By reason of the defaults described herein, plaintiff has elected to declare the entire sums secured by the mortgage to be due and

payable.

17. There is now justly due and payable to the plaintiff, as of 12/22/2006, on the Promissory Notes and Mortgages the following sums:

Loan No.5417529		
Unpaid Principal (Note)		\$33,457.41
Unpaid Interest (Note)		\$ 2,532.42
Unpaid Principal (Advance	es)	\$ 5,241.50
Unpaid Interest (Advance	s)	\$ 427.79
Escrow/Impound		\$ 2,142.12
Interest Credit Recaptur	e	\$37,719.79
	Total	\$81,521.03
Loan No. 5417532		
Unpaid Principal		\$24,026.16
Unpaid Interest		\$ 1,790.89
Interest Credit Recaptur	е	\$19,473.50
	Total	\$45,290.55
TOTAL DUE ON BOTH LOANS		
THROUGH 12/22/2006 =		\$126,811.58

together with interest at the rate of 9% per annum for loan number 5417529; and 8.75% per annum for loan number 5417532 on principal and all advances from 12/22/2006.

to make additional advances for payment of taxes, hazard insurance water and sewer charges, or other municipal assessments maintenance, in order that it may protect and preserve security, but the nature and amount thereof is unknown to plaintiff at this time. Nevertheless, plaintiff seeks recovery thereof and therefore, together with interest thereon.

- 19. No other action or proceeding has been brought at law or otherwise for the recovery of said sums secured by the Promissory Note and Mortgage, or any part thereof.
- 20. The defendants, Ford Motor Credit Company, as setforth in Exhibit "I" have or may claim to have some interest in, or lien upon the mortgaged premises or some part thereof, which interest or lien, if any accrued subsequently to the lien of the United States mortgage and is subsequent thereto.
- 21. The true names of the defendants John Doe, Mary Roe and XYZ Corporation are unknown to the United States, those names being fictitious, but intending to designate tenants, occupants or other persons, if any, having or claiming any estate or interest in possession upon the premises or any portion thereof.

#### WHEREFORE, plaintiff demands judgment:

(a) That the defendants, or either or any of them, subsequent to the filing of the Notice of Pendency of this action, and every person whose conveyance or encumbrance is subsequent or subsequently recorded, be forever barred and foreclosed of all right, claim, lien and equity of redemption in the mortgaged premises;

- (b) That the premises may be decreed to be sold according to law;
- (c) That the amount due to the plaintiff on the promissory note and mortgage may be adjudged;
- (d) That the moneys arising from the sale may be brought into Court;
- (e) That the plaintiff may be paid the amount adjudged to be due to the plaintiff with interest thereon to the time of such payment, together with the costs and expenses of this action and the expenses of the sale, so far as the amount of such money properly applicable thereto will pay the same;
- (f) And that the plaintiff may have such other and further relief as may be just and equitable.

DATED: Rochester, New York January 2, 2007

S/Gerald N. Murphy

FORSYTH, HOWE, O'DWYER,

KALB & MURPHY, P. &

One Chase Square, Suite 1900

Rochester, NY 14604

(585) 325-7515

Fax: (585) 325-6287

Email: Murphy@forsythhowe.com

#### VERIFICATION

STATE OF NEW YORK	( )	
	)	នន
COUNTY OF MONROE	)	

Gerald N. Murphy, being duly sworn, deposes and says:

- I am an Attorney duly admitted to practice in the Federal 1. Courts of the Western District of the State of New York and have read the foregoing Complaint.
- 2. The allegations of the Complaint are true, except those matters alleged-on information and belief, and those matters I believe to be true. The grounds of my knowledge and the sources of my information and belief are records of the Rural Housing Service, formerly known as the Farmers Home Administration and public records.
- This verification is made by me and not by plaintiff because the United States of America is a sovereign.

S/Gerald M. Murphy

FORSYTH HOWE, O'DWYER

KALB & (MURPHY, P.O

One Chase Square, Suite 1900

Rochester, NY 14604

(585) 325-7515

(585) 325-6287

Email: Murphy@forsythhowe.com

Sworn to and subscribed before me On this day: January 2, 2007

JANE E. KEHOE Notary Public, State of New York Monroe County, #01KE6094677 Commission Expires 06/23/2007

Harris Commence			CA	TALANO	III
E = E 114 440 12	D STATES DEPARTMENT OF ARMERS HOME ADMINI		RE	FRANK	
KIND OF LOAN		STA	ATE		
Type: RURAL HOUSING	PROMISSORY NO	OTE CO	NEW YORK UNTY		
Pursuant to:  Consolidated Farm and Rural Development Act.	MEANOFITEED, NO		ERIE SE NO.		
KK Title V of the Housing Act of 1949.	THE WALL	<del>,</del>	37-15-08	0462611	
	<b>WALKORI &amp;</b>	Date NO	VEMBER X	25	19 87
FOR VALUE RECEIVED, the underst severally promise to pay to the order of the	igned (whether one or m	ore persons.	herein called	"Borrower".	jointly and
United States Department of Agriculture, (he	erein called the "Governme	ent") at its of	fice in		
EAST AURORA,	NEW YORK 14052				
THE PRINCIPAL SUM OF FORTY-TWO	THOUSAND AND NO/10	00			<b>19444-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-</b>
DOLLARS (\$42.000.00		· ·			
DULLARS (\$	h	<i>)</i> , pius nai	EREST OR the	ONI AID I K	II (OII AL) OI
NINE	PERCENT ( _ 9.0000	. %) PER ANI	IUM.		
Payment of the said Principal and Interest alternatives as indicated below: (check one)  I. Principal and Interest payments show	all be deferred. The first i	nstallment sh	all be all accrue	d interest and	d shall be due
shall be added to the Principal. Such new amortized installments on the dates indicat	ted in the box below. Borro	ower authorize	es the Governme	ent to enter i	ine amount of
such new Principal herein \$when such amounts have been determined.	and the ar	mount of suc	h regular instal	Iments in th	ne box below,
☐ III. Payment of Interest shall not be de	eferred. Installments of acc	crued Interest	shall be payable	e on the	
of each beginning on	. acasa birn f op for for the sun of the contract of the contr	., 19, thu	ough		, 19,
Principal and later accrued Interest shall be	paid in	installmen	ts as indicated i	n the box be	low;
IV. Payments shall not be deferred. in the box below:	Principal and Interest shal	l be paid in	396	installment	ts as indicated
\$333.00 \$333.00 until the PRINCIPAL and INTEREST are	0n	DECEMBER	X 2.5		19 <u>87</u> , and
\$333.00 until the PRINCIPAL and INTEREST are	thereafter on e fully paid except that t	the X	25 th	of each _l of the entire	MONTH e indebtedness
evidenced hereby, if not sooner paid, shall from the DATE of this NOTE. The cons of payments.	be due and PAYABLE	CHIRTY-THE	REE ( reement modify	33 ing the fore	) YEARS going schedule

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

Borrower agrees that the Government at any time may assign this note and insure the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Borrower hereby certifies that he is unable to obtain sufficient credit elsewhere to finance his actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower (a) will personally operate such property as a farm with his own and his family's labor if this is an FO loan, or (b) will personally occupy and use such property if this is an RH loan on a "nonfarm tract" or a section 504 RH loan.

REFINANCING AGREEMENT: If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949 and for the type of ioan as is indicated in the "KIND OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment,	profest	and	notice	аге	herehy	waived	
Presentment.	procest,	anu	nouce	arc	Hereby	waivcu	٠

Kould late	(SEAL)
Frank A. Catalano, III	(BORROWER)
Arlene A. Catalano	(SPOUSE)
DCDDV NV 1/0/7	

"A Reamortization Agreement and/or Deferral in the in the Agreement dated 4.25 has been given Agreement Sum \$ 11289.03 has been given Principal Sum \$ schedule of this note."

Principal Sum \$ ayment schedule of this note."

AMOUNT	,DATE	AMOUNT	DATE	AMOUNT	DATE
42,000.00	11/25/87	(8) \$		(15) \$	
	1	(9) \$		(16)\$	
		(10) \$		(17) \$	
		(11):\$		(18)\$	
		(12)\$		(19) \$	·
		(13)\$	•	(20) \$	
		(14) \$		(21) \$	· · · · · · · · · · · · · · · · · · ·
\$			TOTA	AL \$ 42,000.00	11 1/25 / 87

ERVINORE Records: WAR WAR SOFICE Records: WAR WAR WAS AND, 19 Bat I Woodock II. M and oxa sined.

A.D., 19 Bat I Woodock II. M CLERK

CLERK

FILED 1987 NOV 25 PM 1: 40 CLERE COUNTY CLERE COUNTY

Jack Catalana

264

Tanana Islama

T

DOX 900

Form FmHA 427-1 NY (Rev. 6-85)

## REAL ESTATE MORTGAGE FOR NEW YORK

1						
residing in	Erie	· ·		County wh	ose post office ad-	drass
is6980 V	Vellington	Drive, Derby	, New York	.4047	ose post office au	01688
WHEREAS Be agreement(s), herein	cuture, nerem can orrower is indebt a called "note", want of the entire in	ied the "Government," ed to the Government which has been execute	ca, acting through Farm and: as evidenced by one could by Borrower, is pay tion of the Government	r more promissory able to the order o	note(s) or assump	otion
Date of Instrument		Principal Amount	Annual of Inte	•	Due Date of I Installmen	
Nov. 25, 198	37 \$	42,000.00	9.00	9%	Dec.25,	202
And this instructs to secure the Govern  And this instructs to disburse all funds at the time of loan of itors regardless of the NOW, THERE assign this instrument and extensions there other charge, (b) at	ment against loss ament also secure oursuant to 42 U. instruments exect at one time or it closing. This oblice provisions of the FORE, (a) at all at without insurance of and any agreall times when and save harmles	under its insurance concest the recapture of any S.C. §1490a.  uted at the time of loan multiple advances, progetory commitment take State laws involved: times when the note is note of the payment of the mote is held by an as the Government agas.	by an insured holder, the the note and such dentract by reason of any interest credit or subsidered the funds are followed the funds are followed the Government he note, to secure promein, including any proving the secure of t	ot shall constitute a default by Borrowe dy which may be grobligation on the partornament of the event the payment of the ision for the payment of the payment performance of	n indemnity morter; anted to the Borro art of the Government of the Government should be content of the Government should be and any rene	gage ower nent
nerein to indemnity Borrower, and (c) in Government, with in contained herein or i	nterest, as herein in any supplemen	after described, and t tary agreement, Borroy	ne prompt payment of a he performance of eve ver hereby grants, barga perty, herein called "	all advances and expry covenant and agains, sells, conveys, athe Property" situation of the Property of the Pr	Borrower's agreement of any default enditures made by greement of Borrowsigns, mortgages, ated in the Country, State of New Y	ould wals ee or nent It by the ower and
nerein to indemnity Borrower, and (c) in Government, with in contained herein or i	nterest, as herein in any supplemen to the Governme	after described, and t tary agreement, Borrov ent the following pro	ser. C.E. 24	all advances and expry covenant and agains, sells, conveys, athe Property" situation of the Property of the Pr	Borrower's agreemason of any default enditures made by greement of Borrowssigns, mortgages, ited in the Count of New Y 15 19 8 7 RDING TAX	ould wals ee or nent It by the ower and

All that tract or parcel of land situate in the Town of Evans, County of Brie and State of New York, being part of Lot No. 31. Township 9, Range 9 of the Holland Land Company's Survey and according to maps filed in Erie County Clerk's Office under Cover No.s 1180 and 1542, is known as subdivision lots numbers nine hundred sixty-two (962) to nine hundred sixty-six (966) inclusive, situate on the west side of Washington Drive, now Wellington Drive

## 13A-51-1-962-966 Inc.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns COVENANTS

AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

To pay to the Government such fees and other charges as may now or hereafter be required by regulations of

the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes,

assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest

- (5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
  - (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
  - (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and the default under any such other security instrument shall constitute default hereunder.
- (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, and (c) enforce any and all other rights and remedies provided herein or by present or future law.
- (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, with interest to the date of sale, (d) inferior liens of record required by law to be so paid or duly approved and allowed by court order or otherwise, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.
- (19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent dower, and curtesy.

LIBER

- (20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.
- (21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.
- (22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Syracuse, New York 13210, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

AND THAT, except to any extent that such construction conflicts with express provisions of this mortgage:

- (23) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.
- (24) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Code covering fixtures attached to the above-described real estate, now owned or hereafter required; and crops growing or to be grown on the above-described real estate.

IN WITNESS WHE	REOF, Borrower has h	ereunto set Borro	ower's hand(s) and sea	al(s) this	25th	day
of November	•			(-)		,
In the presence of		······································	<del></del> ·			
		<del></del>	X Front	A Cal	le It	(SEAL)
			X lulene	e Calal		(SEAL)
		ACKNOWLE	DGMENT			
STATE OR TERRITOR	Y OF New Yor	k	)			
COUNTY OF			>ss:			
254	h		November		87	
On theFRANK A.	CATALANO III	and ARLE	NE A. CATALA	NO, his wi	, before me	e, came
to me known to be the	individual(s) describe	d in, and who e	xecuted the foregoin	g instrument, and	acknowledged	l to me
that	executed	the same for the	purposes therein con	tained.	0	
(SEAL)		•==a.	STATE OF NE	W YORK	Notary	Public.
My commission expires	6/30/89		QUALIFIED I	N ERIE COU	MTY	

## REAMORTIZATION and/or DEFERRAL AGREEMENT

<b>-</b> .	ROWER CASE NUMBER Co. Borrower ID	FUND LOAN CODE N <u>UMBER</u>	EFFECTIVE DATE OF REAMORTIZATION  Month Day Year
	15 2611	46 03	06 25 97
The U	nited States of America, act (called the "Government"), is	ting through the Farmers Homs the owner and holder of a pro-	e Administration, United States Department of missory note or assumption agreement (new terms)
in the princ	cipal sum of FORTY-TWO 7	THOUSAND AND 00/100	Dollars (\$ 42,000.00),
plus interes	st on the unpaid principal of $\frac{1}{2}$	NINE AND 00/100-percent	(9.00%) per year, which was made or assumed by
***************************************	FRANK A. CATALANO III	andA	RLENE A. CATALANO
(called "I/	We"), datedNOVEMBER 2	25 , 19 <u>87</u> , ar	nd payable to the order of the Government. The
unpaid pri	ncipal balance (including adv	rances) is \$ 41,224.74	. The accrued interest to date is
<u>\$ 264.2</u>	9 . The total	debt to date is \$ 41,489.03	, which now is principal.
a reamortiz	zation or deferral of the debt,	s set forth in Farmers Home Adm the Government agrees to grant to alternatives as indicated below	ninistration regulations have been met for obtaining his reamortization or deferral of said loan and I/we: (check one)
<b>A</b> .	Reamortization	355 00	
	• •		, will be due and payable on
	JULY 25		
	(2) Thereafter, regular insta	allments, each in the amount o	of \$ 355.00, will be due and
	payable on the 257	ΓΗ D DAY of each	MONTH until the principal and interest
	payable on the 257 are paid, except that the fin	TH D DAY of each nal installment of the entire deb	
r=1 B.	payable on the 257 are paid, except that the fin	TH D DAY of each nal installment of the entire deb	MONTH until the principal and interest
□ <u>B.</u>	payable on the257 are paid, except that the fin NOVEMBER 25 Deferral and Reamortization	TH D DAY of each nal installment of the entire deb	MONTH until the principal and interest
□ <u>B</u> .	payable on the 255 are paid, except that the fin NOVEMBER 25  Deferral and Reamortization Installments shall be deferred	TH D DAY of each nal installment of the entire deb	MONTH until the principal and interest t, if not paid sooner, will be due and payable on all unpaid interest accrued to
□ <u>B.</u>	payable on the 255 are paid, except that the fin NOVEMBER 25  Deferral and Reamortization Installments shall be deferred	TH D DAY of each nal installment of the entire deb  , 2020 as indicated in the table below. A	MONTH until the principal and interest t, if not paid sooner, will be due and payable on all unpaid interest accrued to
□ <u>B</u> .	payable on the257 are paid, except that the fin NOVEMBER 25 Deferral and Reamortization Installments shall be deferred 19, shall be added to the	TH D DAY of each nal installment of the entire deb  , 2020  as indicated in the table below. A principal. The new installment on	MONTH until the principal and interest t, if not paid sooner, will be due and payable on all unpaid interest accrued to  schedule will be as follows:
<u>B.</u>	payable on the257 are paid, except that the finNOVEMBER 25 Deferral and Reamortization Installments shall be deferred 19 shall be added to the \$	TH D DAY of each nal installment of the entire deb 2020  as indicated in the table below. A principal. The new installment on on	MONTH until the principal and interest t, if not paid sooner, will be due and payable on all unpaid interest accrued to  schedule will be as follows:
□ <u>B</u> .	payable on the257 are paid, except that the fineNOVEMBER 25  Deferral and Reamortization Installments shall be deferred  19 shall be added to the \$	TH D DAY of each last installment of the entire deb, 2020  as indicated in the table below. As the principal. The new installment on	MONTH until the principal and interest t, if not paid sooner, will be due and payable on all unpaid interest accrued to  schedule will be as follows:
□ <u>B</u> .	payable on the257 are paid, except that the fin     NOVEMBER 25  Deferral and Reamortization Installments shall be deferred  19, shall be added to the \$	of each of line installment of the entire deb 2020  as indicated in the table below. As e principal. The new installment	MONTH until the principal and interest t, if not paid sooner, will be due and payable on all unpaid interest accrued to  schedule will be as follows:, 19, 19
□ <u>B</u> .	payable on the257 are paid, except that the finNOVEMBER 25  Deferral and Reamortization Installments shall be deferred  19, shall be added to the \$	TH D DAY of each nal installment of the entire deb, 2020  as indicated in the table below. A general principal. The new installment on	MONTH until the principal and interest t, if not paid sooner, will be due and payable on all unpaid interest accrued to  schedule will be as follows:, 19, 19, 19
□ <u>B</u> .	payable on the257 are paid, except that the fineNOVEMBER 25  Deferral and Reamortization Installments shall be deferred  19, shall be added to the	TH D DAY of each nal installment of the entire deb, 2020  as indicated in the table below. As the principal. The new installment on thereafter on the 1st of January of the safety of the saf	MONTH until the principal and interest t, if not paid sooner, will be due and payable on all unpaid interest accrued to  schedule will be as follows:

Nothing in this agreement affects any of the terms or conditions of the note or assumption agreement, or the instruments securing it, other than the payment schedule (which includes the due date of the final installment).

Upon default in the payment of any one of the above installments or in case of a failure to comply with any of the conditions and agreements contained in the above-described note or assumption agreement or the instruments securing it, the Government at its option may declare the entire debt immediately due and payable and may take any other action authorized therein.

JUNE 25, 1997
(Date)

ARLENE A CATALANO (Borrower)

UNITED STATES OF AMERICA FARMERS HOME ADMINISTRATION

By THOMAS J. DANKERT

Title Community Development Manager

Date JUNE 25, 1997

\*U.S. GPO: 1991-554-009/43009

# **EXHIBIT D**

# USDA-FmHA

of payments.

Form F (Rev. 8/	mHA 1940-16 (87)	PROMISSORY NOTE	** *	,
TYPE	OF LOAN RAL HOUSING	THE PARTY.	STATE  NEW YORK  COUNTY  ERIE  CASE NO.	
severall	R VALUE RECEIVED, the under y promise to pay to the order of t States Department of Agriculture, ()	rsigned (whether one or more pe the United States of America, acti	ersons, herein called ing through the Farm	"Borrower") jointly and ers Home Administration,
	EAST	C AURORA, NEW YORK		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
THE PI	RINCIPAL SUM OF TWENTY NI	INE THOUSAND ONE HUNDRED	AND 00/100 -	<u> </u>
DOLLA	ARS (\$ 29,100.00		olus INTEREST on th	e UNPAID PRINCIPAL of
	•			
EIGHT	AND THREE FOURTHS - PEI	RCENT ( <b>08.7500</b> %) PER A	NNUM.	
	nt of the said Principal and Interest tives as indicated below: (check one)		orrower and the Gov	ernment using one of three
<b>K</b> I.	Principal and Interest payments sh	all be deferred. The interest accrue	ed to AUGUST 29	, 19 <mark>90</mark>
shall be amortis	e added to the Principal. Such new P zed installments on the dates indica	rincipal and later accrued Interest : ted in the box below. Borrower au	shall be payable in thorizes the Governm	394 regular ent to enter the amount of
such ne when s	ew Principal herein \$ 29,168.9 uch amounts have been determined.	and the amou	nt of such regular inst	callments in the box below,
□ II.	Payment of Interest shall not be d	eferred. Installments of accrued In	terest shall be payable	e on the
of each	beginning	on, 19	, through	, 19,
Princip	al and later accrued Interest shall be	paid in installmen	ts as indicated in the l	box below;
	Payments shall not be deferred. Pr box below:	rincipal and Interest shall be paid in	1	installments as indicated
\$	226.00	on SEPTEM	BER 25	, 19 <u>90</u> , and
\$	226.00	thereafter on th	e 25TH	of each MONTH

until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness

evidenced hereby, if not sooner paid, shall be due and PAYABLE THIRTY-THREE - ( 33- - - - - ) YEARS from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

Payment of principal and interest shall be applied in accordance with FmHA accounting procedures in effect on the date of receipt of the payment. Borrower agrees to pay late charges in accordance with FmHA regulations in effect when a late charge is assessed.

Prepayments of scheduled installments, or any portion thereof, may be made at any time of the option of Borrower. Refunds and extra payments, as defined in the regulations (7CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied in accordance with FmHA regulations and accounting procedures in effect on the date of receipt of payments.

Borrower agrees that the Government at any time may assign this note. If the Government assigns the note and insures the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

CREDIT ELSEWHERE CERTIFICATION: Borrower hereby certifies that he/she is unable to obtain sufficient credit elsewhere to finance his/her actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his/her community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY: If the property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for a term exceeding 3 years, or (3) sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the indebtedness evidenced hereby immediately due and payable.

REFINANCING AGREEMENT: Borrower hereby agrees to provide periodic financial information as requested by the Government. If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

CREDIT SALE TO NONPROGRAM BORROWER: The provisions of the paragraphs entitled "Credit Elsewhere Certification," and "Refinancing Agreement" do not apply if (1) this promissory note represents in whole or part payment for property purchased from the Government and (2) the loan represented by this promissory note was made to the borrower as an nonprogram borrower under Title V of the Housing Act of 1949, as amended, and regulations promulgated thereunder.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under this instrument and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "TYPE OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment,	protest.	and	notice	are	hereby	waived

X Fre	and K.	CatalonIII	- (SEAL)
Frank A. C.	atalano, I	II (BORROWER)	,

Arlene A. Catalano (SPOUS)

(SEAL)

GEORGE J. TRIMPER JR.

NOTARY PUBLIC, STATE OF NEW YORK VULLIFIED IN ERIE COUNTY

My Commission Expires Merch 30, 19 91

Juno

Derby, New York 14047

"A Reamortization Agreement and/or Deferral Agreement dated 425-97 in the Principal Sum \$37637.34 has been given to modify the payment schdule of this note."

		RECORD OF	ADVANCES		
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
1) \$		(8) \$		(15) \$	
2) \$ 1,150.00	6/29/90	(9) \$		(16) \$	
3) \$ 8,385.00	7/18/90	(10) \$		(17) \$	
4) \$ 5,000.00	7/26/90	(11) \$		(18) \$	
5) \$ 14,565.00	8/29/90	(12) \$		(19) \$	
6) \$		(13) \$	· ·	(20) \$	
7) \$		(14) \$		(21) \$	
			TOTA	L \$ 29,100.00	8/29/90

R U.S. Government Printing Office: 1987-723-431/61518

053696-17-

'RANK A. CATALANO III and ARLENE A. CATALANO, H/W, MORTGAGORS

to

UNITED STATES OF AMERICA, Acting Through FARMERS HOME ADMINISTRATION,

Mortgagee

Re: MORTGAGE (2d) on 6980 Wellington Road, Derby, N. Y.

34:305: NUSTRO ALINO 3183

07 年 园 67 MY 9681

And the second

655

STATE OF HEW YORK
SIE CO. CLENK'S OFFICE

age 175 of 2014

ay of 124 A.D., 19 40

ay of Advact A.D., 19 40

ay of Octock Inn

and examined.

AVID J. SWARTS, County Clerk

ALOUITY CLERK

USDA-Fm.			
Form FmHA	1 4-1	٠,	£
(Rev. 10-89)			

### REAL ESTATE MORTGAGE FOR NEW YORK

EVE 8

THIS MORTGAGE, is made and entered into by FRANK A. CATALANO III and ARLENE A. CATALANO, Husband and Wife

residing in \_\_\_\_\_\_ County, whose post office address

is 6980 Wellington Drive, Derby, New York 14047

herein called "Borrower", and the United States of America, acting through Farmers Home Administration, United States Department of Agriculture, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation recapture agreement, herein called "note", which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	Principal Amount Plus	Annual Rate	Due Date of Final	
	Non-Capitalized Interest	of Interest	Installment	
June 13, 1990	\$29,100.00 *	08.7500%	June 13, 2023	

<sup>\*</sup> Twenty-Nine Thousand One Hundred Dollars)

(Non-capitalized interest only applies in the case of Farmer Program loans being serviced in accordance with 7 CFR Part 1951 Subpart S.)

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 as amended, or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a, or any amounts due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. 2001.

And the debt instruments executed at the time of loan closing constitutes an obligation on the part of the Government to disburse all funds at one time or in multiple advances, provided the funds are for purposes authorized by the Government at the time of loan closing. This obligatory commitment takes priority over any intervening liens or advances by other creditors regardless of the provisions of the State laws involved:

NOW, THEREFORE, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower hereby grants, bargains, sells, conveys, assigns, mortgages, and forever warrants unto the Government the following property, herein called "the Property" situated in the County of

Erie , State of New York.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Evans, County of Erie and State of New York, being part of Lot No. 51, Township 9, Range 9 of the Holland Land Company's Survey and according to maps filed in Erie County Clerk's Office under Cover 1180 and 1542, is known as subdivision lots numbers nine hundred sixty-two (962) to nine hundred sixty-six (966) in-clusive, situate on the west side of Washington Drive, now

Wellington Drive.

RECEIVED MORTGAGE RECORDING TAX

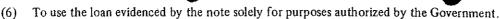
\$ Basic \$ Add \$ S.A.T. \$ TOTAL

DAVID J. SWARTS, Recording Officer, Erle County Per\_

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.



(7) To pay when due all taxes, liens, judgments, encumbrances, assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the coverants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and the default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, and (c) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, with interest to the date of sale, (d) inferior liens of record required by law to be so paid or duly approved and allowed by court order or otherwise, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to the excessive erosion of highly erodible land or to the conversion of wetlands to

product an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future

regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Syracuse, New York 13210, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

AND THAT, except to any extent that such construction conflicts with express provisions of this mortgage:

- (24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.
- (25) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Code covering fixtures attached to the above-described real estate, now owned or hereafter required; and crops growing or to be grown on the above-described real estate.
  - (26) "Section 13 of the Lien Law."

IN WITNESS	June	19 9	0	
In the presence of		·	orth A. Con	tato II (SEAL)
		Cula	ne Calale	(SEAL)
		ACKNOWLED	GMENT	
STATE OR TERRI	TORY OFNEW Y	ORK ss	:	
On the	13th	day of	June	, 19 <u>90</u> , before me, came
		ribed in, and who ex		ument, and acknowledged to me LIBER   0734 PAGE 678
(SEAL)		_ occurs	es and	Notary Public
My commission exp	pires June 30, 19	NOTARY PURCHASE	TEIMPER JR.	

## REAMORTIZATION and/or DEFERRAL AGREEMENT

BORROWER CASE NUMBER St. Co. Borrower ID	FUND LOAN EFFECTIVE DATE OF REAMORTIZATION CODE NUMBER Month Day Year
37 152611	46 04 06 25 97
The United States of America, acting thro	ugh the Farmers Home Administration, United States Department of
•	her and holder of a promissory note or assumption agreement (new terms)
• •	AND ONE HUNDRED SIXTY EIGHT Dans (9 29, 168.97 ),
plus interest on the unpaid principal of EIGHT	AND THREE QUARTERS 8.75 per year, which was made or assumed by
FRANK A. CATALANO III	and ARLENE A. CATALANO
(cailed "I/We"), datedJUNE 29	, 19 90, and payable to the order of the Government. The
unpaid principal balance (including advances) is	\$ 27,152.24 . The accrued interest to date is
\$ 475.00 . The total debt to d	late is \$ 27,627.24, which now is principal.
	n in Farmers Home Administration regulations have been met for obtaining rnment agrees to grant this reamortization or deferral of said loan and I/we tives as indicated below: (check one)
A. Reamortization	ount of \$, will be due and payable on
, JULY 25, 19	
-	each in the amount of \$ 225.00, will be due and
payable on the 25TH DA are paid, except that the final installa	Y of each MONTH until the principal and interest ment of the entire debt, if not paid sooner, will be due and payable on
JUNE 25	
B. Deferral and Reamortization	
Installments shall be deferred as indicat	ed in the table below. All unpaid interest accrued to
19, shall be added to the principa	Il. The new installment schedule will be as follows:
\$	on, 19
	eafter on the 1st of January of each year until the principal and interest are
paid, except that the tinal installmen	nt of the entire debt, if not paid sooner, will be due and payable on

Nothing in this agreement affects any of the terms or conditions of the note or assumption agreement, or the instruments securing it, other than the payment schedule (which includes the due date of the final installment).

Upon default in the payment of any one of the above installments or in case of a failure to comply with any of the conditions and agreements contained in the above-described note or assumption agreement or the instruments securing it, the Government at its option may declare the entire debt immediately due and payable and may take any other action authorized therein.

JUNE	25,	1997
		(Date)

ARLENE A. CATALANO

(Borrower)

UNITED STATES OF AMERICA FARMERS HOME ADMINISTRATION

By THOMAS I WANKERT

Title Community Development Manager

Date JUNE 25, 1997

\*U.S. GPO: 1991-554-009/43009

# UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION 21 SOUTH GROVE STREET EAST AURORA, NEW YORK 14052 Subsidy Repayment Agreement

Date of	Note 11 25/87Amor	unt of Note \$42,000.	Date of mortgage 11/6587
	·································	unt of Note	Date of mortgage
	assistance: RH	502	1. Interest credit /XXX  2. Homeownership Assistance Program / /
Address	of Property:		<u> </u>
	<u>D</u>	ERBY, NY 14047	
	BORROWER:	FRANK A. CATALANO,	III
	CO-BORROWER:	ARLENE A. CATALANO	

- This agreement entered into pursuant to 7 CFR 1951-I, between the United States of America, acting through the Farmers Home Administration (FmRA) (herein called "the Government") pursuant to section 521 of Title V of the Housing Act of 1949 and the borrower(s) whose name(s) and address(es) appears above (herein sometimes referred to as "borrower"), supplements the note(s) from borrower to the Government as described above, and any promissory note(s) for loans made to borrower in the future by the Government. Such future notes, when executed, will be listed below the signature line of this Subsidy Repayment Agreement.
- I (we) agree to the conditions set forth in this agreement for the repayment of the subsidy granted me (us) in the form of interest credits or Homeownership Assistance Program (HOAP) subsidy (hereinafter called "subsidy").
- I (we) agree that the real property described in the mortgage(s) listed above is pledged as security for repayment of the subsidy received or to be received. I (we) agree that the subsidy is due and payable upon the transfer of title or non-occupancy of the property by me (us). I (we) understand that the real estate securing the loan(s) is the only security for the subsidy received. I (we) further understand that I (we) will not be required to repay any of the subsidy from other than the value (as determined by the Government) of the real estate, mortgaged by myself (ourselves) in order to obtain a Section 502 Rural Housing (RH) loan.

FmHA Instruction 1951-I Exhibit A Page 2

- I (we) understand that so long as I (we) continue to own the property and occupy the dwelling as my (our) residence, I (we) may repay the principal and interest owed on the loan and defer repaying the subsidy amount until title to the property is conveyed or the dwelling is no longer occupied by me (us). If such a request is made, the amount of subsidy to be repaid will be determined when the principal and interest balance is paid. The mortgage securing the FmHA RH loan(s) will not be released of record until the total amount owed the Government has been repaid.
- 5 I (we) agree that Paragraph 6 of this agreement is null and void should the property described in the mortgage(s) be voluntarily conveyed to the Government or liquidated by foreclosure.
- 6 When the debt is satisfied by other than voluntary conveyance of the property to the Government or by foreclosure, I (we) agree that sale proceeds will be divided between the Government and me (us) in the following order:
  - (a) Unpaid balance of loans secured by a prior mortgage as well as real estate taxes and assessments levied against the property which are due will be paid.
  - (b) Unpaid principal and interest owed on FmHA RH loans for the property and advances made by FmHA which were not subsidy and are still due and payable will be paid to the Government.
  - (c) I (we) will receive from the sale proceeds actual expenses incurred by me (us) necessary to sell the property. These may include sales commissions or advertising cost, appraisal fees, legal and related costs such as deed preparation and transfer taxes. Expenses incurred by me (us) in preparing the property for sale are not allowed unless authorized by the Government prior to incurring such expenses. Such expenses will be authorized only when FmHA determines such expenses are necessary to sell the property, or will likely result in a return greater than the expense being incurred.
  - (d) I (we) will receive the amount of principal paid off on the loan calculated at the promissory note interest rate.
  - (e) Any principal reduction attributed to subsidized interest calculations will be paid to the Government.
  - (f) I (we) will receive my original equity which is the difference between the market value of the security, as determined by the FmHA appraisal at the time the first loan subject to recapture of subsidy was made, and the amount of the FmHA loan(s) and any prior lien. This amount is \_\_\_\_\_\_\_ and represents \_\_\_\_\_\_ percent of the market value of the security. (The

percent is determined by dividing my (our) original equity by the market value of the security when the loan was closed.) The dollar amounts and percent will be entered at the time this agreement is signed by me (us) and will be part of this agreement.

(g) The remaining balance, after the payments described in (a) thru (f) above have been paid is called <u>value appreciation</u>. The amount of value appreciation to be paid to the Government, in repayment or the subsidy granted, is the lesser of (1) the full amount of the subsidy or (2) an amount determined by multiplying the value appreciation by the appropriate factor in the following table.

# Average interest rate paid by me (us)

No. of Months		1.1	2.1	3.1	4.1	5.1	6.1	7.1
the Loan was	l% or	to	to	to	to	to	to	or
Outstanding	Less	2%	3%	4%	5%	6%	7%	greater
0 to 59	.78	.68	.60	.51	.44	•32	.22	.11
60 to 119	.75	.66	•58	.49	.42	.31	.21	.11
120 to 179	.73	.63	.56	.48	<b>.</b> 40	.30	.20	.10
180 to 239	•65	.56	. 49	.42	.36	• 26	. 18	•09
40 to 299	•59	•51	•46	.38	.33	.24	.17	•09
300 to 359	•53	•45	.40	.34	.29	.21	.14	•09
<b>360</b> to 396	.47	.40	.36	.31	.26	.19	.13	.09

- (h) I (we) will receive the amount of value appreciation less the amount paid the Government as determined in (g) above. I (we) will also receive an additional amount in proportion to my original equity by reducing the amount of value appreciation due to the Government by the percent of my (our) original equity as shown in (f) above.
- (i) If I (we) am the recipient of HOAP, the amount of value appreciation to be recaptured will be calculated as if I (we) had paid I percent interest on the loan, unless the average interest rate paid by me (us) was greater than I percent. In such cases it will be determined based on the average interest rate paid by me (us).
- (j) If this agreement is for a subsequent loan(s) only, the amount of repayment determined in (g) above will be reduced by the following percent:

  . This percent will be determined by dividing the amount of the loan(s) subject to recapture by the total outstanding RH debt. This percentage will be entered at the time I (we) sign this agreement.
- (k) If this agreement is for more than one loan that is subject to recapture, the subsidy repayment computations will be based on the total subsidy granted on all loans.

FmHA Instruction 1951-I Exhibit A Page 4

When a FmHA RH loan is repaid by other than foreclosure, voluntary conveyance, or sale of property, the amount of subsidy to be repaid the Government will be determined in the same manner as described in paragraph 6 of this Exhibit but based on the appraised value determined by FmHA instead of sales price. In such cases, the subsidy due the Government will remain a lien on the property until paid. It must be paid upon non occupancy, sale, or transfer of title to the property.

8 I (we) have read and agree to the provisions of this agreement.

Front a. Catalon 180	rrower
Frank A. Catatanez III	-Borrower
Arlene A. Catalano NOVEMBER / , 1987 Date signed	
Accepted and Agreed to	
By Reginald W. Barker	(FmHA Official)
COUNTY SUPERVISOR	(Title)
DECEMBER 11. 1987	

Date

TYPE OF AGREEMENT   TYPE OF AGREEMENT   TYPE OF AGREEMENT   Monthly   TYPE OF AGREEMENT   TYPE OF AGREEMENT   Monthly   TYPE OF AGREEMENT   TYPE OF AGREEMENT   Monthly   TYPE OF AGREEMENT   Monthly   TYPE OF AGREEMENT   TYPE OF AGREEMENT   Monthly   TYPE OF AGREEMENT   TYPE OF AGREEM
11/25/87 \$42,000.00 INTEREST CREDIT AGREEMENT (Section 502 RH Loans)  PAYMENT PLAN 10/24/87 Annual Monthly  FARMENT PLAN 10/24/87 OF AGREEMENT OF AGREEMENT NOV. 25, 1987  In This agreement between the United States of America, acting through the Farmers Home Administration pursuant to Section 521 of the Housing Act of 1949, (herein called "the Government") and the borrower whose name appears below (herein called "Borrower") supplements promissory note(s) or assumption agreement(s) (herein called "the note", whether one or more) from Borrower to the Government as described above.
(Section 502 RH Loans)  CASE NUMBEI  PAYMENT PLAN  10/24/87  Annual Monthly  Frequency and the borrower whose name appears below (herein called "Borrower") supplements promissory note(s) or assumption agreement(s) (herein called "the note", whether one or more) from Borrower to the Government as described above.
PAYMENT PLAN  10/24/87  Annual Monthly  Framers Home Administration pursuant to Section 521 of the Housing Act of 1949, (herein called "the Government") and the borrower whose name appears below (herein called "Borrower") supplements promissory note(s) or assumption agreement(s) (herein called "the note", whether one or more) from Borrower to the Government as described above.
I. This agreement between the United States of America, acting through the Farmers Home Administration pursuant to Section 521 of the Housing Act of 1949, (herein called "the Government") and the borrower whose name appears below (herein called "Borrower") supplements promissory note(s) or assumption agreement(s) (herein called "the note", whether one or more) from Borrower to the Government as described above.
I. This agreement between the United States of America, acting through the Farmers Home Administration pursuant to Section 521 of the Housing Act of 1949, (herein called "the Government") and the borrower whose name appears below (herein called "Borrower") supplements promissory note(s) or assumption agreement(s) (herein called "the note", whether one or more) from Borrower to the Government as described above.
Government") and the borrower whose name appears below (herein called "Borrower") supplements promissory note(s) or assumption agreement(s) (herein called "the note", whether one or more) from Borrower to the Government as described above.
·
111. TO BE COMPLETED BY BUHHOWER (It additional space is needed, attach additional specis) (A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A
A. Complete the following for borrower, co-borrower, and all adult members of the household who will receive PLANNED INCOME
income. NEXT 12 MONTHS
NAME AGE WAGES OTHER NAMES AND ADDRESSES OF EMPLOYER OR SOURCE OF INCOME
Erie Co Highway Dept, Public Works  1
Jennings Rd & Rie. 39, Collins, HI 1403
Tarners Pharmacy
2. ARLENE 33 4,007 11 Commercial St. Angola, NY 14006
3.
B. Number of dependent minor children (not including foster children) residing in the dwelling
C. Annual Real Estate Taxes (Dwelling Only) \$1,382. Annual Property Insurance Premium (Dwelling Only) \$377. Home & Flood
SIGNATURES OF BORROWERS, I (we) certify that this information is correct to the best of my (our) knowledge and have read and understand the requirements and conditions on
the reverse of this agreement.
WARNING: Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully faisifies, conceals or covers upa material fact, or makes any false, fictitious or fraudulent
statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious of
fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years, or both."
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Nov. 126, 1987 Anout d. (atologi) Cular Calatoro
(Date) Frank A. Catalano, III (Borrower) Arlene A. Catalano (Co-Borrower)
III. TO BE COMPLETED BY COUNTY OFFICE
1. Annual Income 22,922. 4. Note Installment (3,996.) 3,996 11. Note Installment 3,99
5. Note Installment 1 12. Note Installment
2. Deductions 1,440. 6. Real Estate Tax (1,382.) 1430 at 1% Rate 1,50
7. Property Insur. ( 377.) 190 13. Difference 2,49
3. Adjusted Annual Income 21,480. 8. Total (5,755.) 5,616 14. Interest Credit
(1 minus 2)  9. Adjusted Income  Annual XXXXXX
AAAAAA 3-000 ((134)
X21
¢107
months beginning <u>DEC. 25, 1987</u> If the borrower's circumstances do not change, this agreement will be extended for an additional 12 months.  This agreement or the extension thereof may be revised or cancelled as provided by the conditions listed on the reverse of this form.
1, 19If the borrower's circumstances do not change, this agreement will be extended and the borrower will pay dollars on
or before January 1, 19 This agreement or the extension thereof may be revised or cancelled as provided by the conditions listed on
the reverse of this form.
• In accordance with the provisions of a Form FmHA 451-37, "Additional Partial Payment Agreement", or other agreement the borrowers' required payment will be \$
DECEMBER 11, 1987  DECEMBER 11, 1987  FARMERS HOME ADMINISTRATION
(Date Approved)
COUNTY SUPERVISOR By Manuellin Early
(Title) REginald W. Barker
HETORN TO: MAIL CODE : 37-15

Information provided on this form is used by FmHA to calculate the amount of interest subsidy the borrower will receive and the amount of loan installment the borrower will pay in the ensuing year. Information collected is necessary to receive the subsidy benefits.

Form FmHA 1944-A6 (Rev. 7-26-84)	ŲNIŢ		ATES DEPA IMERS HOM		FAGRICULTUI TRATION	KE	Expiration date	available on request.
DATE OF NOTE	AMOUNT OF NOTE		•			TYPE OF A	AGREEMENT	
•	\$42,000.00	INT	EREST CR			1 New	2 [X] Renewal	3 Corrected
11/25/87	A-12 9 11 (V V V V V V V V V V V V V V V V V V	***	(Section :	502 RH Loa	ns)	CASE NUM	MBER .	2611
	PA	YMENT	PLAN E	XP MONT	H 11	EFFECTIV		
				Annual	Monthly	OF AGREE	MENT 11 /25/8	8 (herein called tithe
<ol> <li>This agreement between the Government") and the born whether one or more) from</li> </ol>	United States of America, action of white whose name appears belo Borrower to the Government as	ig throu w (here describe	gh the Farmers in called "Borro ed above.	Home Adminis wer") supplem	ents promissory not	section 524 ( le(s) or assur	nption agreement(s) (he	rein called "the note",
II. TO BE COMPLETED BY	BORROWER (If additional spe	e is nec	ded, attach addi	tional sheets)	CAT	FALANC	III, FRAN	(
A. Complete the following for all adult members of the income.	r borrower, co-borrower, and household who will receive	A	PLANNED NEXT 12	INCOME MONTHS			<del>۔</del>	
NAME		AGE	WAGES	OTHER				SOURCE OF INCOME
		_	#				DEPT. 07 H16	
1. FRANK A.C.	ATAKANO III	35	<b>30,000</b>				Was COL	k105,10.7,
2. ARLENE A	, CATALANO	33	3,000	-			IARMACY IAL ST. A	NGOLA N.Y.
3.								
B. Number of dependent mine	er children (not jncluding foster	childre	n) residing in th	ne dwelling	3			700D
C. Annual Real Estate Taxes (E	Swelling Only) 7792 // O	Coc	イルイソ)Annua	l Property Insur	ance Premium (Dw	elling Only),	7377 HOM	EOWNERS
SIGNATURES OF BORROW	ERS. I (we) certify that this info	rmation	is correct to the	best of my (ou	r) knowledge and he	ave read and	understand the requiren	nents and conditions on
the reverse of this agreement. WARNING: Section 1001	of Title 18: United States Co.	ie provi	des: "Whoeve	r, in any matte	r within the jurisd	iction of an	y department or agen	cy of the
Heliad Ciala	· koomingly and willfully fa	laitina	conceals or o	overs upa n	naterial fact, or n	nakes-any	taise, rictitious or tre	and Dieur
statements o	r réprésentations, or makes tatement or entry, shall	or use	s any false wi	1000b to gaiff 1000b medt	nent knowing the A or imprisoned	same to c d not paof	e than 5 years, or	both."
· maudulent a	tatement of entry, and	rid IIII			3	/17		12
8-20-E	38 XAu	محسو	O. (at	stan H	(Borrower)	lelan	el. late	(Co-Borrower)
III. TO BE COMPLETED BY COU	NTY OFFICE	***************************************	· · · · · · · · · · · · · · · · · · ·					
1. Annual Income	00.000	Note Inst	aliment (	)	\$ 3,99	6 11.	Note installment	\$ 3,996
At Callings Grading	5.	Note Insl	aliment (	)		12.	Note Installment	\$ 1,500.
2. Deductions	1,440.	Real Esta	ite Tax (	)	1,408	,	at 1% Rate	3 2,496
	4	Property	Ínsur. (	}	377 5,781		Difference	
3. Adjusted Annual Income		Total	(	)		14.	Annual XXXXX	XXXXX
(1 minus 2)	ر کرا کرا کرا کرا کرا کرا کرا کرا کرا کر	Adjusled - naec	iucowe	,	4,352	2.	Monthly \$119.	·
Limit Maximum	nnai tra, inconina	x 20% Olfferenc	e (	1	1,429			
	MENT note subject to the pr	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		ement, the bor	rower will pay	\$214.	dolla	irs per month for 12
months beginning	12/25/88	he bori	ower's circum	stances do no	t change, this agr	eement wil	l be extended for an a	dditional 12 months.
This agreement or th	e extension thereof may be	tevised	or cancelled	as provided b	v the conditions l	listed on th	e reverse of this form	n.
V. ANNUALINSTALLM	ENT note aublect to the prov	isions (	of this agreem	ent, the borrov	ver will pay^_		~^^^^	on or before January
1, 19 XXX If the b	orrower's circumstances do	not ch	ange, this agr	eement will b	e extended and th	ne borrowe	r will pay	collars on
or before January 1,	19 CHRCINY	agreer	neint or the ex	tension thereo	I TS CORRE	or cancell C 1	ed as provided by the	conditions listed on
the reverse of this fo								
• In accordance with the provent should be amount should be amount should be a second sho	isions of a Form PMHA 451-37, wn above.	., Addit	lonai Partiai Pa;	ment Agreeme	UNITED	STATES D	EPAKIMENI OF AU	RICULTURE
	t 25, 1988				HARMER	RS HOME A	DMINISTRATION	
	Date Approved)				H2		BAN	
Count	y Supervisor		(Title)	Ву ——	[lejiwu		Carrellon	
	Company of the second s		1 tine).		Reginald RETUR	W. Bar	ker	
	A =				MEIUM	37 <del>-</del> 15	•	•
	37-15	. ED (	AMM			COUNT		SOR
	CATALAND III.					USDA		HOME ADMIN.
	LATALANUFARL	Ļ 14.Eš	n			ERIE		M CENTER
	DERBY 14047					21 \$	GROVE ST	
	nekni Takat					EAST	AURORA NY	14052

FORM APPROVED UNITED STATES DEPARTMENT OF AGRICULTURE OMB No. 0575-005 Form FmHA 1944-A6 FARMERS HOME ADMINISTRATION (Rev. 11/87) TYPE OF AGREEMENT AMOUNT OF NOTE DATE OF NOTE INTEREST CREDIT AGREEMENT 3 Corrected j 1 ☐ New 2 Renewal \$42,000.00 11725/87 (Section 502 RH Loans) 2611 CASE NUMBER PAYMENT PLAN FXP MONTH 11 EFFECTIVE DATE OF AGREEMENT 11/25/89 Annual Monthly This agreement between the United States of America, acting through the Farmers Home Administration pursuant to Section 521 of the Housing Act of 1949, (herein called "the Government") and the borrower whose name appears below (herein called "Borrower") supplements promissory note(s) or assumption agreement(s) (herein called "the note", whether one or more) from Borrower to the Government as described above. CATALAND III FRANK II. TO BE COMPLETED BY BORROWER (If additional space is needed, attach additional sheets) Complete the following for borrower, co-borrower, and all adult members of the household who will receive PLANNED INCOME **NEXT 12 MONTHS** NAMES AND ADDRESSES OF EMPLOYER OR SOURCE OF INCOME WAGES OTHER AGE NAME ERIE COLENTY DEPARTMENT OF HIGHWAY. (400019) DELAMETER RD, ANGOLA 1 FRANK A CATALAND III 36 20,000 PRENOW TARINER'S PHARMACY 11 COMMERCIAL, ANGOLA 2 ARLENE A. CATALANO 34 BUFFALO NEWS - DEALER - FROM HOME B. Number of dependent minor children (not including foster children) residing in the dwelling

C. Annual Real Estate Taxes (Dwelling Only) #1,859

Annual Property Insurance Premium (Dwelling Only) #14,00 SIGNATURES OF BORROWERS. I (we) certify that this information is correct to the best of my (our) knowledge and have read and understand the requirements and conditions on the reverse of this agreement. WARNING: Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up...a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious of fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years, or both." (Co-Borrower) III. TO BE COMPLETED BY COUNTY OFFICE 3,996 3,996 24,491 1. Annual Income Note Installment Note Installment 1.820 at 1% Rate 1,440 Real Estate Tax 2. Deductions 13. Difference Property Insur. 14. Interest Credi 6,240 3. Adjusted Annual Income Annual XX 23,050 Adjusted Income (1 minus 2) x 20% ModeSaleStaceme ☑ Low-Income 10 Difference 197 NT note subject to the provisions of this agreement, the borrower will pay 12/25/89 dollars per month for 12 MONTHLY INSTALLMEN If the borrower's circumstances do not change, this agreement will be extended for an additional 12 months. months beginning. This agreement or the extension thereof may be revised or cancelled as provided by the conditions listed on the reverse of this form. 

or before January 1, 19 XXXXXXXXX This agreement or the extension thereof may be revised or cancelled as provided by the conditions listed on the covered of this form.

SUBSTDY 89 \$1428 IS THIS CORRECT? (IN)

In accordance with the provisions of a Form FmHA 451-37, "Additional Partial Payment Agreement", or other agreement the borrowers' required payment will be \$ UNITED STATES DEPARTMENT OF AGRICULTURE rather than the amount shown above. FARMERS HOME ADMINISTRATION

October "30, 1989

(Date Approved)

County Supervisor

(Title

Reginald W. Barker

RETURN TO:

37-15 CATALAND IIIFRANK CATALAND, ARLENE A

DERBY 14047 37-15 COUNTY SUPERVISOR USDA, FARNERS HOME ADMIN. ERIE CO FM & HM CENTER 21 S GROVE ST EAST AURORA NY 14052

Information provided on this form is used by FmHA to calculate the amount of interest subsidy the horrower will receive and the amount of loan installment the borrower will pay in the ensuing year. Information collected is necessary to secessary to secessary

Form FmHA 1944-6 (Rev. 9-86)	UD		ATES DEPART MERS HOME A			RE	FORM APPROVED OMB NO. 0575-0059
Date of Note 11/25/87 06/29/90	Amount of No. \$42,000.00 \$29,168.97	INT		2 RH Loans)	MENT	Type of Agreement	>2611
1949, (herein called "the C tion agreement(s) (herein ca 11. TO BE COMPLETED	Government") and the born alled "the note", whether o BY BORROWER (if additional additional states and several	rower who ne or more onal space	ese name appear e) from Borrow	Farmers Homes below (hereinger to the Gover	e Administ called "Bo nment as d	errower") supplements or	n 521 of the Housing Act of omissory note(s) or assump-
	g for borrower, co-borrower of the household who will	er,	Planned Next 12				
Name		Age	Wages	Other	Nanie	s and addresses of employ	er or source of income
<sub>1.</sub> Frank A. Cat	talano, III	37	24,230.	-		County Dept. o	
2. Arlene A. Ca	atalano	35	18,000.		Self	Employed	
3.							
C. Annual Real Estate Ta	s (not including foster child xes (Dwelling Only) 1,7 where the DWERS. I (we) certify that e reverse of this agreement.	this infor	Annual Propert	y Insurance Pro			and understand the require-
United States knowingly attions, or makes or uses any more than \$10,000 or impr	nd willfully falsifies, concer false writing or documen	als or cove t knowing	ers up a ma	terial fact, or montain any false	takes any fa e, fictitious	ilse, fictitious or fraudule	epartment or agency of the nt statements or representa- or entry, shall be fined not
(Date)	NY COUNTY OFFICE		· · · · · · · · · · · · · · · · · · ·	(Borrowe	r)		(Co-Borrower)
2. Deductions  3. Adjusted Annual Incor (1 minus 2)	1,440. 4.630. 8.	Note Ins	Ì	) 1	,708. ,722. 437. ,867.	11. Note Installment 12. Note Installment at 1% rate 13. Difference 14. Interest Credit: Annual Monthly	
Limit-Maximum	10.	Differen	ce (	. ) _	541.	-	
beginning 9/25/90 extension thereof may V. ANNUAL INSTALLM 1, 19 If the borre or before January 1, 1 of this form.	If the borrower's circumstable revised or cancelled as particular to the prower's circumstances do not support to the prower of the p	ances do n provided by covisions of t change, t r the exter 51-37, "A	ot change, this of the conditions of this agreement which agreement was in the conditional Partia dditional Partia	agreement will s listed on the i t, the borrower vill be extended ay be revised of al Payment Agr amount shown	er will pay the extende everse of the will pay thand the bor cancelled eement", contains that above. TEED STA	d for an additional 12 monis form.  Corrower will pay I as provided by the control of other agreement the bottes DEPARTMENT OF	
(Date Approved)	<del></del>			FA	RMERS HO	OME ADMINISTRATION	,
County Super	visor			ву	Connu	www torke	<b>U</b>
		(Titl	e)	Re	ginald	W. Barker	
•				RETUR	N TO:		
CATALANO, FE				FARMER		VISOR ADMINISTRATION ve Street	

East Aurora, NY

14052

Derby, NY 14047

Form	FmHA	1944-A6
(Rev	7/89)	

### UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

FOR	V	APP	RO	٧
OMB	N	0.05	75-	OC

DATE OF NOTE

AMOUNT OF NOTE

INTEREST CREDIT AGREEMENT

TYPE OF AGREEMENT 1 New 2 Renewal

(Co-Borrower)

11/25/87 06/29/90 \$42,000.00 \$29,168.97

(Section 502 RH Loans)

CASE NUMBER

3 Corrected 2611

PAYMENT PLAN EXP MONTH 08 Annual X Monthly EFFECTIVE DATE OF AGREEMENT 02/25/91

This agreement between the United States of America, acting through the Farmers Home Administration pursuant to Section 521 of the Housing Act of 1949, (herein called "the Government") and the borrower whose name appears below (herein called "Borrower") supplements promissory note(s) or assumption agreement(s) (herein called "the note", whether one or more) from Borrower to the Government as described above

TO BE COMPLETED BY BORROWER (If additional space is needed, attach additional sheets)

PLANNED INCOME NEXT 12 MONTHS

CATALANO III. FRANK

income.

WAGES

OTHER

NAMES AND ADDRESSES OF EMPLOYER OR SOURCE OF INCOME ERIE COUNTY DEPT. OF HIGHWAYS SO LUEST AVE. HAMBURG, NY

6980 WELLINGTON DRI DEZBY INLY 14047 SELF-EMP

6,708

2,064.

Complete the following for borrower, co-borrower, and all adult members of the household who will receive

1. FRANK A. CATAKANO III 3721,000

2 ARLENE A. CATALANO 3621,600

B. Number of dependent minor children (not including foster children) residing in the dwelling 276376 Annual Property Insurance Premium (Dwelling Only) C. Annual Real Estate Taxes (Dwelling Only)

SIGNATURES OF BORROWERS. I (we) certify that this information is correct to the best of my tour) knowledge and have read and understand the requirements and conditions on

the reverse of this agreement

3. Adjusted Annual Income

(1 minus 2)

Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the WARNING: United States knowingly and willfully falsifies, conceals or covers up...a material fact, or makes any false, fictifious or fraudlent statements or representations, or makes or uses any talse writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years, or both.

Note Installment

Note Installment

Real Estate Tax

frank al Catalano

6,708

III. TO BE COMPLETED BY COUNTY OFFICE Annual Income

1,440 2. Deductions

Property Insur. 34,450. Adjusted Income

9,237. 6,890. x 20%

12. Note Installment at 1% Rate Difference Interest Credit AnnuaX X X X X X

11. Note Installment

XX Moderate-Income Low-Income 10. Difference Limit Maximum \$36,150 IV. MONTHLY INSTALLMENT note subject to the provisions of this agreement, the borrower will pay

Monthly .... 2.347. \$363.00

dollars per month for 12 if the borrower's circumstances do not change, this agreement will be extended for an additional 12 months. 10/25/91 months beginning This agreement or the extension thereof may be revised or cancelled as provided by the conditions listed on the reverse of this form.

XXXXXXXXXXX dollars on or before January v. ANNUAL INSTALLMENT note subject to the provisions of this agreement, the borrower will pay 1, 19 XXX If the borrower's circumstances do not change, this agreement will be extended and the borrower will pay This agreement or the extension thereof may be revised or cancelled as provided by the conditions listed on or before January 1, 19 XXXXXXXX the reverse of this form.

\*In accordance with the provisions of a Form FmHA 1951-37, "Additional Partial Payment Agreement", or other agreement the borrowers' required payment will be \$ UNITED STATES DEPARTMENT OF AGRICULTURE rather than the amount shown above. FARMERS HOME ADMINISTRATION

(Title)

November 5, 1991

(Date Approved)

<u>County Supervisor</u>

Reginald W. Barker

RETURN TO:

37-15 CATALAND III, FRANK CATALAND ARLENE A

DERBY 14047 37-15 COUNTY SUPERVISOR USDA. FARMERS HOME ADMIN. ERIE CO FM & HM CENTER 21 S GROVE STREET EAST AURORA NY

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintenance the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden or Department of Agriculture, Clearance Officer, OlRM, information, including suggestions for reducing this burden or Department of Agriculture, Clearance Officer, OlRM, Room 404-W, Washington, D.C. 20250; and the collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing the collection of information. Send comments regarding this burden or any other aspect of this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing the collection of information. Send comments regarding this burden or any other aspect of this collection of information information

Form FmHA 1944-A6 (Rev. 7/91)	UNIT			RTMENT OF		TURE	•	FORM APPROVI OMB No.0575-00
DATE OF NOTE	AMOUNT OF NOTE	FAIT	грест ср	EDIT AGRE	EMENT .	TYPE OF AGRE	EMENT	
11/25/87	\$42,000.00	EVE				1 New 2	Renewal	3 Corrected
16/29/90	\$29,163,97 <sub>L</sub>			502 RH Loan		CASE NUMBEI		2611
		PAYMEN	TPLAN 🖹	KP MONTI	80 }	EFFECTIVE DATE		
		Annu		Monthly.	Deferred		312519	
Government") and the l	n the United States of America, a borrower whose name appears be from Borrower to the Governmen	low (hereir	i called "Borrov	Home Administr ver") supplements	ation pursuant to promissory not	o Section 521 of the H e(s) or assumption agre	ousing Act of I ement(s) (hereir	949, (herein called "the called "the note".
<del></del>	BY BORROWER (If additional	space is n	eeded, attach a	dditional sheets)	CA	TALAND III	FRANK	
<ul> <li>Complete the following all adult members of the income.</li> </ul>	for borrower, co-borrower, and ne household who will receive			D INCOME MONTHS	 			
NAME		AGE	WAGES	OTHER	NAMES AND	ADDRESSES OF E	MPLOYER O	R SOURCE OF INCOME
		- <del></del> -	£21,486		ERIE	COUNTY 2	EPT OF	+ HIGHWAYS
1 FRANK A.	CATALANO I	II 39	ARXXXX	1,000.	50 W	EST AVE	HAMB	426
		İ	li		SELF	EMPLOYED	CBUFF	4LO NEWS DEALE
2. ARLENE A	1. CATALAND	37	XXXXXXXXX	x 15,200.	6980	WELL INOTON	2 . LC	76830
3.		1	1 	<u> </u>				
	minor children (not including fost	ar childre	\ reciding in *L-	dwelling [	3	_ <del> </del>		· · · · · · · · · · · · · · · · · · ·
C. Annual Real Estate Tax		3 <i>5</i> 2		-	_	nium (Dwelling Only)	# 499	(00
	WERS. I (we) certify that this in			• •				
the reverse of this agreeme		HOrmation	is correct to the	e best of my tou	i) kilowieuge ali	d tiave lead and under	stano ine requiri	ments and continuous on
WARNING: Section 10	01 of Title 18, United States C	Code provi	des: "Whoever	; in any matter	within the juris	diction of any departr	nent or agency	of the
	ates knowingly and willfully f							
	or representations, or makes			-			ıny false, fictit	ious or
traudulent	statement or entry, shall be fir	nea not m	ore than \$10,0	ioo or imprisone	a not more tria	in 5 years, or boin.		100
7-8-6		コ	1/1	fil f	<i>171</i>			サイ シー
. 2 - 0 (Date)	/ /	Lie	ue for l	al proces	orrower)	care i	e · Carl	(Co-Borrower)
III. TO BE COMPLETED BY	COUNTY DESICE					<del> </del>		
III. TO BE COMELLIES OF	1				a e men	. 1		* ( 700
Annual Income	<u>37,686.</u> 4	. Note in	stallment (	559.	<u>6_6.70</u>	* 1	stallment	<u> 5.708</u>
	1,440.		stallment (	) _	2 20		stallment	6 3 544
2. Deductions	6	. Real Es	tate Tax (	)	2,30	,	Rate	\$ 2,544
		Propert	y Insur. (	)	494			\$ 4,164
<ol><li>Adjusted Annual Incor</li></ol>		. Total	(	)	9,504			VVVV
(1 minus 2)	<u>36,250.</u> 9	. Adjuste	d Income		- 05		XXXXX	XXXXX
	Moderate-Income	x 20%	(	)	<u>7,25</u>		y <u>188.</u>	<del></del>
Limit Maximum	34,600. 10.	Differen	ce (	)	2,25			<u> </u>
IV. MONTHLY INSTALLM	IENT note subject to the provis	sions of th	is agreement,	the borrower w	li pay	<u>371.</u>	doll	ars per month for 12
months beginning S	EPT. 25, 1992	If the bo	orrower's circur	nstances do not	change, this	agreement will be ext	ended for an a	additional 12 months.
This agreement or the	e extension thereof may be re	vised or o	ancelled as pr	ovided by the c	onditions listed	on the reverse of th	s form. ,	
v. Annual installme	NT note subject to the provision	ons of this	agreement, ti	he borrower will	pay XX	XXXXXXXXXX	dollars	on or before January
	borrower's circumstances do r					orrower will pay	<u> </u>	XX dollars on
or before January 1,	X X X X X X X X X X					sed or cancelled as p		
the reverse of this for		3*	<del></del>		•	•	•	
	ovisions of a Form FmHA 1951-	37, "Additi	onal Partial Pay	ment Agreement		ement the borrowers' re		
						ERS HOME ADMINIST		
	Date Approved)			$\alpha$	() A .	$\Lambda = \Lambda$		
COUNTY SU	PERVISOR			Bv 101	in A.	surand_		
		C	litle)		Johr	A. Durand		
					RETU	RN TO:		
	27_1/							
	37-15	T < 1 4 1 1	u,			37-15	ዓያር ያላ 14 ም. ም. ት	10
	CATALANO III,					COUNTY SU		
	CATALANO.AKLI	ENE A				USDA, FARI		ME ADMIN.
						50 CUMMERI		
	DERBY 14047					EAST AURUI	RA NY	14052

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instruction searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send commen regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agiculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OM No. 0575-0059), Washington, D.C. 20503. Please DO NOT RETURN this form to either of these addresses. Forward to FmHA only.

If the decision contained above in this form results in denial, reduction or cancellation of FmHA assistance, you may appeal this decision and have a hearing aryou may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Form (Flev.	FmHA 1944-6 7-91)	UN	ITED STA FARI	TES DEPARTI MERS HOME A	MENT OF AG DMINISTRAT	RICULTU TION		FORM APPROVED OMB No. 0575-0059
	of Note	Amount of No	e INTE	REST CRED	IT AGREEN	IENT	Type of Agreement	3 Corrected
1/25	5/87	\$42,000.00	1	(Section 502	RH Loans)		1 □ New 2 kRenewal	
5/29		29,168.97					Case Number	<u>2611</u>
) { 2 .	,, ,,	,	Paymer		MONTH 08 hly □ Defe		Effective Date of Agreement 08/25/93	
(	of 1949, (herei or assumption a	between the United States of Ann called "the Government") and agreement(s) (herein called "the	merica, ac the borro	ting through the wer whose nare ther one or mo	re) from Borro	wer to the	nistration pursuant to Section n called "Borrower") supplem Government as described abo CATALANO III, FRAN	ve.
1.	TO BE COMPL	ETED BY BORROWER (if addit	tional space	e is needed, atta	ich additional .	sneets)	CATALANO III, FRAN	X
	Complete the fo and all adult me receive income	ollowing for borrower, co-borrow embers of the household who wi	ver, U		Income Months			- Finance
	<u> </u>	Name	Age	Wages	Other	Nam	es and addresses of employer	
1.	FRANK A.		40	22,006. <b>XXXXXXX</b> X	2,000.		LAMETER RD. AN	OF HIGHWAYS
	ARLENE A.		38	\$KXXX8	8,750	32	LF-EMPLOYED BUI	DEALER
					125.	Inte	980 LJELLINGTON rest Income	DE DESBY
	Frank		1		<u></u>	1		
В.	Number of dep	oendents (not including foster ch state Taxes (Dwelling Only)	ildren htesi XXXXXXX	ding in the dwe	erty Insurance	] Premium (	Dwelling Only) # 550 5	01.
C.	Annual Real E	BORROWERS. I (we) certify	that this i	nformation is	correct to the	hest of n	ov (our) knowledge and have	read and understand the
Unite	ed States know	n 1001 of Title 18, United State vingly and willfully falsifies, consess or uses any false writing or do 000 or imprisoned not more than	ncument k	nowing the sam	material fact, to contain as	or makes ny false, fi	ctitious or fraudulent statemen	nt or entry, shall be lined
	<del></del>	ate) Frank	A. Cata	(Barrower) I	ſΙ		rlene A. (Co-Borrowe	ツ Catalano
<del>III.</del>		LETED BY COUNTY OFFICE					1	•
		22 001	4 Note	Installment (	559 )	6.708	11. Note Installment	6,708.
1.	Annual Incom	e <u> </u>		Installment (	) _		12. Note Installment	
2	Deductions	1.440.		Estate Tax (	) _	2,479	at 1% rate	2,544.
2.	Deductions		•••••	rty Insur. (	) _	501	. 13. Difference	4,164.
3.	Adjusted Ann	ual Income 31,440.	8. Total	(	) _	9,688		xxxx xxxx
	(1 minus 2)	31,440.	-	ted Income		6,288	Annual	283.
	ow-Income it-Maximum	XXModerate-Income 36,700	x 209	_	) .	3,400		
							nav \$276. dollars	per month for 12 month
	This agreement	nt or the extension thereof may	the borrov be revised ( e provision	ver's circumstar or cancelled as I s of this agreen	ices do not cha provided by the nent, the borro his agreement v	ange, this i e conditio wer will p will be ext	agreement will be extended for ns listed on the reverse of this ay	form. dollars on or befor ay
	doilars on or	before January 1, 19 To	nis agreeme	ent or the exte	nsion thereof (	may be re	vised or cancelled as provided i	Jy the conditions notes o
*In	accordance wi ent will be \$	ith the provisions of a Form Fn rather than the	iHA 1951- ie amount	37, "Additiona shown above.	n Partiai Payiii	NITED S	PATES DEPARTMENT OF A	GRICULTURE
	/Date	Approved)			F	ARMERS	HOME ADMINISTRATION	
. سين		JPERVISOR			Ву	khn/	JOHN A. DURAND	
		(Title)	<del></del>				JUHN A. DUKAND	<u></u>
					8ETU 37-	RN TO:		
	'-15 	ττ καλνικ δ			COUNT	Y SHPE	RVISOR	A MIT ON
CA CA	TALANU I.	II, FRANK A.			USDA, 50 CC	FARMI MMERCI	ERS HOME ADMINISTRA E WAY	ATION
Pul sea red	rching existing ending this bu	14047 burden for this collection of ing data sources, gathering and m riden estimate or any other ast ance Officer, OIRM, Room 404 0059), Washington, D.C. 20503.	ect of this	collection of	average 20 m d, and comple information,	including	r response, including the time reviewing the collection of inf suggestions for reducing this of Management and Budget, Pa hese addresses, Forward to Fr	burden, to Department perwork Reduction Proje nHA only.
16	the decision of	ontained above in this form rest	In denis	i reduction of	cancellation o	TEMMA	221259, Off High abbeer ring	decision and have a hear
OF	you may reque	est a review in lieu of a hearing.	e use 1	he form we ha	ve included for	r this purp	ose.	EmHA 1944-6 (Rev. 7-)

	m FmHA 1944-6 v. 7-(4)		FARI	TES DEPAR MERS HOME	TMENT OF ADMINISTR	AGRICULT RATION		FORM APPROVED QMB No. 0575-0059
	e of Note / 25/87	Amount of Note \$42,000.00	INTE	REST CRE	DIT AGRE 2 RH Loan	_	Type of Agreement 1 □ New 2 □ Renewal	3 ☐ Corrected
067	/29/90	29,168.97					Case Number	2611
00,				it Plan EXP ual X⊠Mo		08 Deferred	Effective Date of Agreement 08/25/94	
II. A.	of 1949, (herein called or assumption agreeme TO BE COMPLETED I	the Government") and the solution of the solut	nerica, ac the borro te", whe	ting through wer whose n ther one or m is needed, at	the Farmers ame appears lore) from Bo stach addition	below (here	inistration pursuant to Section in called "Borrower") supplem the Government as described about CATALANO III, FRANK	ove.
	and all adult members receive income	of the household who will		Next 1	ed Income 2 Months			6.1
	Name		Age	Wages	Other		nes and addresses of employer	
1,	FRANK A.		41	22,564 <b>XXXXX</b> X			LAMETER RD. AND	OLA N.Y.
2	ARLENE A.		39	-1,127	. 🛔 .	SELF	- EmployED BUFF	SEALER DEWS
3.						698	PO LUELLINGTON	DR. DERBY
B. C. SIG	Annual Real Estate Ta GNATURES OF BORRO uirements and condition	OWERS. I (we) certify the son the reverse of this agree	at this incement.	Annual Prop	correct to t	ce Premium the best of r	(Dwelling Only) #543  ny (our) knowledge and have thin the jurisdiction of any depany false, fictious or fraudule.	artment or agency of the
6643	tations, or makes or use more than \$10,000 or i //- 28 - 75 (Date)	es any false writing or doct imprisoned not more than 5	years, o	lowing the sai	for 1	any laise, i	ictitious or fraudulent statemer	Lalano
1.	Annual Income			nstallment (		6,708	11. Note Installment	6,708.
2.	Deductions	1,440. 6	•	state Tax (	)	2,455 543	at 1% rate	2.544. 4,164.
3.	Adjusted Annual Inco	<sup>me</sup> 23,850.	. Total	ted Income	, j	9,706		XXXX XXXX
		oderate-Income	x 20%	(	)	<u>4.770</u> 4.936		347.
IV.	MONTHLY INSTALL beginning SEPT.  This agreement or the	extension thereof may be	e barrowe revised o	er's circumsta r cancelled as	nces do not o provided by	change, this a the conditio	agreement will be extended for ns listed on the reverse of this t	
	January 1, 19 dollars on or before the reverse of this for	January 1, 19 This m.	ances do agreeme:	not change, t at or the exte	his agreemen ension thereo	t will be ext of may be rev	ended and the borrower will pa rised or cancelled as provided b	y the conditions listed on
*lı n	n accordance with the p	rovisions of a Form FmH. rather than the a	4 1951-3 imount sl	7, "Addition hown above.	al Partial Pay		ment", or other agreement the	
						UNITED ST	TATES DEPARTMENT OF AG HOME ADMINISTRATION	GRICULTURE
A	Date Approve) CTING COUNTY S				Ву	John	A Dewand	
_		(Tițle)				/	A. DURAND	
	<b>'-1</b> 5					URN TO:		
	TALANO III, FR						PERVISOR	D A MIT ON
CA	ATALANO, ARLENE	: A.			50	COMMER		KATIUN
DE	ERBŸ, NY 14047	for this collection of infor	mation is	s estimated to	EA average 20	ST AURO	RA, NY 14052-2187	for reviewing instructions,

rublic reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching, existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0059), Washington, D.C. 20503. Please DO NOT RETURN this form to either of these addresses. Forward to FmHA only.

If the decision contained above in this form result in denial, reduction or cancellation of FmHA assistant you may appeal this decision and have a hearing on you may request a review in lieu of a hearing, so use the form we have included for this purpose.

Form FMHA 1944-0 (Rev. 7-91)	UNI	IED 317 FAR	MERS HOME A	DMINISTRA'	TION	N.L	ÖMB No. 0575-0059
Date of Note	Amount of Note	INTE	REST CRED	IT AGREEN	NENT [	Type of Agreement	
			(Section 502			1 □ New 2 🕅 Renewal	3 Corrected
11/25/87	\$42,000.00		•		[	Case Number	2611
06/29/90	29,168.97	Paymer Ann	****	hly 🗆 Defe	erred	Effective Date of Agreement 08/25/95	ş
of 1949, (herein called or assumption agreemen	"the Government") and it(s) (herein called "the no	the borro te", whe	wer whose nar ther one or mo	ne appears bel re) from Borro	low (herein ower to the	istration pursuant to Section called "Borrower") supplem Government as described about ATALANO III, Fran	ove.
	for borrower, co-borrower				1		
and all adult members of receive income	of the household who will	,	Next 12	Income Months			
Name		Age	Wages	Other		es and addresses of employer	
1. FRANK A.		42	23,625. 28/2000	3,500.		AMETER RD AM	UGOLA , W.Y.
2. ARLENE A.		40	AKK KKKX	10,410	58LF 6980	7	NEBY DEALER
3.			,				-
B. Number of dependents	(not including foster child	iren) tesi	ding in the dwe		]	007	
C. Annual Real Estate Tax	ces (Dwelling Only) 2,9	et ret	. Annual Prope			Owelling Only) 234.	
SIGNATURES OF BORRO requirements and conditions	WERS. I (we) certify the on the reverse of this agree	at this is eement.	aformation is o		•	y (our) knowledge and have	
United States knowingly at sentations, or makes or use not more than \$10,000 or it  AUGUST 22. 199	any false writing or doc nprisoned not more than s	ument ki years, o	nowing the same	e to contain ar	of makes any false, fic	n the jurisdiction of any dep ny false, fictitious or fraudu titious or fraudulent statemen	
(Dațe)	Frank A	١.	(BorrowerCat	alano, 1.	II Ar	lene A. (Co-Borrowe	7 Catarano
1. Annual Income	37.535.		nstallment ( nstallment (	559.) _	6.708.	_   11. Note Installment _ 12. Note Installment	6,708.
2. Deductions			state Tax ( ty Insur. (	) <u>2</u>	2.965. 550.	at 1% rate  13. Difference	2,544. 4,164.
3. Adjusted Annual Incom (1 minus 2)	ne 36, 100.	3. Total	ted Income	) 1.0	),223.	14. Interest Credit:	XXXX_ XXXX
□ Low-Income XXX Mo	derate-Income	x 20%		) 3	7,220.	Monthly _	250. 250.
Limit-Maximum 39		). Differ			3,003.	_	
beginning <u>SEPT.</u> This egreement or the	25,1995 If th extension thereof may be	e borrow revised o	er's circumstand r cancelled as p	ces do not cha rovided by the	nge, this ag conditions	ay 309.00 dollars reement will be extended for a listed on the reverse of this	an additional 12 months. form.
January 1, 19	ENT note subject to the p	tances do	not change, thi	is agreement w	rill be exter	ided and the borrower will pa	dollars on or before
dollars on or before J	anuary 1, 19 This	agreeme	nt or the exten	sion thereof n	nay be revis	ed or cancelled as provided b	y the conditions listed on
	ovisions of a Form FmH	A 1951-3 amount s	7, "Additional hown above.	Partial Payme	ent Agreem	ent", or other agreement the	: bostowers' required pay-
AUGUST 23, 1				UN F <u>a</u>	NITED STA	TES DEPARTMENT OF ACTION	FRICULTURE
(Date Approved COUNTY SUP				Ву	<del></del>	Durand	
	(Title)		. <del></del>			Durand	
37-15 CATALANO III,	FRANK A.				TY SUPE	37-15 RVISOR	
CATALANO, ARL	ENE A.			USA, 50 CC	RECD OMMERCE	WAY	
Dubits severales busines for	047	matica !	s astimated to	EAST	AURORA	, NY 14052-2187	for reviewing instructions
searching existing data so	urces, gathering and main	taining t	he data needed	, and complet	ing and rev	iewing the collection of info	rmation. Send comment

searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0059), Washington, D.C. 20503. Please DO NOT RETURN this form to either of these addresses. Forward to FmHA only.

If the decision contained above in this form results in denial, reduction or cancellation of FmHA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing rease use the form we have included for this purpose.

ev. 7-91)		FARME	RS HOME A	MENT OF AG DMINISTRA	I ION	Type of Ag	raament	FORM APPROVED OMB No. 0575-0059
te of Note	Amount of Note			T AGREEN	IENT	Type of Ag	2 □ Renewal	3√[V] Corrected
1/25/87	\$42,000.00	(S	ection 502	RH Loans)	}	Case Numb		2611
6/29/90	\$29,168.97						)ate of Agreement	
		Payment P ☐ Annual	vv Mont	hly □Defe			5/25/96	
This agreement between	een the United States of Am				me Admir	istration p	ursuant to Section	521 of the Housing Ac
of 1949, (herein calle	een the United States of Am and "the Government") and the ent(s) (herein called "the not BY BORROWER (if addition	te", whether	r one or moi	e) from Borro	wer to the	Governme	nt as described abo	ove.
Complete the following	ng for horrower co-horrower	, <u> </u>			1			
and all adult members	s of the household who will		Planned Next 12					
receive income		Age	Wages	Other	Nam	es and addi	esses of employer	or source of income
Nam	e	ngo			55,	4-En	1PLOGED	
Diese 1	· CATALANO	41 1	0,632	7,800	34	FF4LO	NEWS	DEALER
ARLENE A	CHIMANO	<u> </u>			69	80 4	ELL INGTO	010 DR
		Į		_	$\square$	ERAU	1).4.	14047
							<u>'                                    </u>	(
				<u> </u>			<u></u>	
	nts (not including foster child	ren) residin	g in the dwe	lling 2	]		4 -	
Mannot of debenden	its (not including foster child Taxes (Dwelling Only) #2	238.14.	nniisi Prone	rty Insurance	Premium /	Dwelling O	nly) #556	2
Annual Real Estate T	Taxes (Dwelling Only)	A ا <u>عین درد ر</u>	minai i tohe		. hack c f	(au+) 1	owledge and have	read and understand t
GNATURES OF BORI	ROWERS. I (we) certify the one on the reverse of this agreating of Title 18, United States and willfully falsifies, concerns only false writing or doctors.	at this info	rmation is	correct to the	best of n	ly (our) Kii	Owlende and navo	Toda and anatomic
of more than \$10,000 of $5-9-9$ (Date)	r imprisoned not more than s	Como L	orrower)	Leci	<u> </u>		(Co-Borrow	er)
	D BY COUNTY OFFICE							
						l l		
A	18,432	. Note Inst	tallment (	559 )	6708	<del></del> ;	Note Installment	6708
. Annual Income .		1. Note Inst		559 )		<del></del> ;	Note Installment Note Installment	<u></u>
		5. Note Inst	tallment (	559 )	2838	12.	Note Installment at 1% rate	2544
	960		tallment ( ate Tax (	559 )	2838 556	12.	Note Installment at 1% rate Difference	<u></u>
2. Deductions	960	5. Note Inst 5. Real Esta	tallment ( ate Tax (	559 )	2838	12.	Note Installment at 1% rate	2544 4164
2. Deductions	960 s	5. Note Inst 6. Real Esta 7. Property	tallment ( ate Tax ( Insur. (	559 )	2838 556 10,102	12. 13. 14.	Note Installment at 1% rate Difference Interest Credit: Annual	2544 4164 XXXXXXXXXX
2. Deductions 3. Adjusted Annual In (1 minus 2)	960 come17,472	5. Note Inst 6. Real Esta 7. Property 8. Total	tallment ( ate Tax ( Insur. (	559 )	2838 556 10,102 3686	12. 13. 14.	Note Installment at 1% rate Difference Interest Credit:	2544 4164
Deductions  Adjusted Annual In (1 minus 2)	960 comel 7,472 Moderate-Income	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted	tailment ( ate Tax ( Insur. ( i Income	559 )	2838 556 10,102	12. 13. 14.	Note Installment at 1% rate Difference Interest Credit: Annual	2544 4164 XXXXXXXXXX
2. Deductions 3. Adjusted Annual In (1 minus 2)  XLow-Income	960 6  comel 7, 472 6  Moderate-Income 11	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen	tailment ( ate Tax ( Insur. ( i Income ( ce (	) ) ) ) ) ) ) pment the hol	2838 556 10,102 3686 6416	12. 13. 14.	Note Installment at 1% rate Difference Interest Credit: Annual Monthly	2544 4164  XXXXXXXXXXX  347  s per month for 12 month
Deductions  Adjusted Annual In (1 minus 2)  Low-Income  Limit-Maximum	960  comel 7, 472  Moderate-Income	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen	tailment ( ate Tax ( Insur. ( i Income ( ce ( of this agree	) ) ) ) ment, the bornees do not ch	2838 556 10,102 3686 6416 rower will	12. 13. 14. pay \$21	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended for	2544 4164 XXXXXXXXXXX 347 s per month for 12 moor an additional 12 moor
Deductions  Adjusted Annual In (1 minus 2)  ALow-Income  Limit-Maximum	960  comel 7, 472  Moderate-Income	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen	tailment ( ate Tax ( Insur. ( i Income ( ce ( of this agree	) ) ) ) ment, the bornees do not ch	2838 556 10,102 3686 6416 rower will	12. 13. 14. pay \$21 agreement was listed on	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended to the reverse of this	25/44 416/4  XXXXXXXXXX  3/47  S per month for 12 month or an additional 12 month of 12 mo
Adjusted Annual In (1 minus 2)  ALow-Income Limit-Maximum  IV. MONTHLY INSTA beginning  This agreement or t	960  comel 7, 472  Moderate-Income  1  LLMENT note subject to the 96  If the extension thereof may be	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen e provisions as borrower' e revised or c	tailment ( ate Tax ( Insur. ( I Income ( ce ( of this agree cancelled as	) ) ) ement, the borners do not chorovided by the	2838 556 10,102 3686 6416 rower will ange, this are condition	12. 13. 14. pay \$21 agreement was listed on ay	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended to	25/44 416/4  XXXXXXXXXXXX  3/47  s per month for 12 moor an additional 12 moors form.  dollars on or be
2. Deductions  3. Adjusted Annual In (1 minus 2)  XLow-Income  Limit-Maximum  IV. MONTHLY INSTA (5/25/25)  This agreement or to to the control of the contro	960  comel 7, 472  Moderate-Income  1  LLMENT note subject to the	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen e provisions the borrower revised or co	tailment ( ate Tax ( Insur. ( I Income ( ce ( of this agree cancelled as I f this agreen	ement, the borners do not chorovided by the	2838 556 10,102 3686 6416 rower will ange, this are conditions were will possible to the conditions will be extended.	pay \$21 pay ended and	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended for the reverse of this	25/44 416/4  XXXXXXXXXXX  3/47  s per month for 12 more an additional 12 mores form.  dollars on or be pay
2. Deductions  3. Adjusted Annual In (1 minus 2)  XLow-Income  Limit-Maximum  IV. MONTHLY INSTA (5/25/25)  This agreement or to to the control of the contro	960  comel 7, 472  Moderate-Income  1  LLMENT note subject to the	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen e provisions the borrower revised or co	tailment ( ate Tax ( Insur. ( I Income ( ce ( of this agree cancelled as I f this agreen	ement, the borners do not chorovided by the	2838 556 10,102 3686 6416 rower will ange, this are conditions were will possible to the conditions will be extended.	pay \$21 pay ended and	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended for the reverse of this	25/44 416/4  XXXXXXXXXXX  3/47  s per month for 12 more an additional 12 mores form.  dollars on or be pay
2. Deductions  3. Adjusted Annual In (I minus 2)  ALow-Income  Limit-Maximum  IV. MONTHLY INSTAL beginning   This agreement or to the second of the second o	960  comel 7, 472  Moderate-Income  1  LIMENT note subject to the sextension thereof may be LMENT note subject to the subject	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen e provisions the borrower' revised or co provisions of stances do not	tailment ( ate Tax ( Insur. ( i Income ( ce ( of this agree cancelled as i f this agreen ot change, ti or the exte	) ) ) ment, the borneces do not chorovided by the ment, the borneris agreement maion thereof	2838 556 10,102 3686 6416 rower will ange, this are condition to be extended by the condition of the conditi	pay \$21 agreement vised or can	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended for the reverse of this celled as provided	25/44 416/4  XXXXXXXXXX  3/47  s per month for 12 moor an additional 12 more s form.  dollars on or be pay by the conditions liste
2. Deductions  3. Adjusted Annual In (I minus 2)  ALow-Income  Limit-Maximum  IV. MONTHLY INSTAL beginning   This agreement or to the second of the second o	960  comel 7, 472  Moderate-Income  1  LIMENT note subject to the sextension thereof may be LMENT note subject to the subject	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen e provisions the borrower' revised or co provisions of stances do not	tailment ( ate Tax ( Insur. ( i Income ( ce ( of this agree cancelled as i f this agreen ot change, ti or the exte	) ) ) ment, the borneces do not chorovided by the ment, the borneris agreement maion thereof	2838 556 10,102 3686 6416 rower will ange, this are condition to be extended by the condition of the conditi	pay \$21 agreement vised or can	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended for the reverse of this celled as provided	25/44 416/4  XXXXXXXXXX  3/47  s per month for 12 moor an additional 12 more s form.  dollars on or be pay by the conditions liste
2. Deductions  3. Adjusted Annual In (1 minus 2)  XLow-Income Limit-Maximum  IV. MONTHLY INSTA beginning This agreement or to the survey of the reverse of this in the survey of	960  comel 7, 472  Moderate-Income  LLMENT note subject to the 90  If the extension thereof may be LMENT note subject to the 1.  If the borrower's circums be January 1, 19  This form.	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen e provisions he borrower revised or c provisions of stances do not stances do n	tailment ( ate Tax ( Insur. ( i Income  ce ( of this agree s circumstar cancelled as i f this agreen ot change, ti or the exte	) ) ) ment, the borneces do not chorovided by the ment, the borneris agreement maion thereof	2838 556 10,102 3686 6416 rower will ange, this are condition to be extended by the condition of the conditi	pay \$21 agreement vised or can	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended for the reverse of this celled as provided	25/44 416/4  XXXXXXXXXX  3/47  s per month for 12 moor an additional 12 more s form.  dollars on or be pay by the conditions liste
2. Deductions  3. Adjusted Annual In (1 minus 2)  XLow-Income Limit-Maximum  IV. MONTHLY INSTA beginning This agreement or to the survey of the reverse of this in the survey of	960  comel 7, 472  Moderate-Income  1  LIMENT note subject to the sextension thereof may be LMENT note subject to the subject	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen e provisions he borrower revised or c provisions of stances do not stances do n	tailment ( ate Tax ( Insur. ( i Income  ce ( of this agree s circumstar cancelled as i f this agreen ot change, ti or the exte	ment, the borners do not chorovided by the nent, the borners agreement maion thereof	2838 556 10,102 3686 6416 rower will ange, this are condition ower will provide the condition of the condition of the condition ower will provide the condition of the	pay \$21 agreement was listed on ay ended and wised or can	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended for the reverse of this the borrower will acelled as provided other agreement t	25/44  416/4  XXXXXXXXXXX  3/47  s per month for 12 monor an additional 13 monor additional 14 monor additional 15 monor addi
Adjusted Annual In (1 minus 2)  Low-Income  Limit-Maximum  IV. MONTHLY INSIA beginning This agreement or t V. ANNUAL INSTAL January 1, 19 dollars on or befor the reverse of this i	960  comel 7, 472  Moderate-Income  1  LIMENT note subject to the point of the extension thereof may be LMENT note subject to the point of the borrower's circums of a January 1, 19 This form.  e provisions of a Form FmH rather than the	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen e provisions he borrower revised or c provisions of stances do not stances do n	tailment ( ate Tax ( Insur. ( i Income  ce ( of this agree s circumstar cancelled as i f this agreen ot change, ti or the exte	ment, the borners do not chorovided by the nent, the borners agreement maion thereof	2838 556 10,102 3686 6416 rower will ange, this are condition ower will provide the condition of the condition of the condition ower will provide the condition of the	pay \$21 agreement was listed on ay ended and wised or can	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended for the reverse of this celled as provided	25/44  416/4  XXXXXXXXXXX  34/7  s per month for 12 month
Adjusted Annual In (1 minus 2)  ALow-Income Limit-Maximum  V. MONTHLY INSTA beginning This agreement or t V. ANNUAL INSTAL January 1, 19 dollars on or befor the reverse of this t ment will be \$	960  comel 7, 472  Moderate-Income  1  LLMENT note subject to the solution of the extension thereof may be LMENT note subject to the solution of the language	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen e provisions he borrower revised or c provisions of stances do not stances do n	tailment ( ate Tax ( Insur. ( i Income  ce ( of this agree s circumstar cancelled as i f this agreen ot change, ti or the exte	ment, the borners do not chorovided by the nent, the borners agreement maion thereof	2838 556 10,102 3686 6416 rower will ange, this are condition ower will provide the condition of the condition of the condition ower will provide the condition of the	pay \$21 agreement was listed on ay ended and wised or can	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended for the reverse of this the borrower will acelled as provided other agreement t	25/44  416/4  XXXXXXXXXXX  3/47  s per month for 12 monor an additional 13 monor additional 14 monor additional 15 monor addi
Adjusted Annual In (1 minus 2)  ALow-Income Limit-Maximum  IV. MONTHLY INSTA beginning This agreement or to the reverse of this to ment will be \$  May 14,  (Date Appre)	960  comel 7, 472  Moderate-Income  1  LLMENT note subject to the solution of the extension thereof may be LMENT note subject to the solution of the language	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen e provisions he borrower revised or c provisions of stances do not stances do n	tailment ( ate Tax ( Insur. ( i Income  ce ( of this agree s circumstar cancelled as i f this agreen ot change, ti or the exte	ment, the borners do not chorovided by the nent, the borners agreement maion thereof	2838 556 10,102 3686 6416 rower will ange, this are condition ower will provide the condition of the condition of the condition ower will provide the condition of the	pay \$21 agreement v ns listed on ay ended and vised or can ement", or FATES DE HOME AD	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended for the reverse of this the borrower will excelled as provided other agreement the partment of Aministration  PARTMENT OF Aministration	25/44  416/4  XXXXXXXXXXX  3/47  s per month for 12 more an additional 12 more form.  dollars on or be be by the conditions listed the borrowers' required
2. Deductions  3. Adjusted Annual In (1 minus 2)	960  comel 7, 472  Moderate-Income  1.  LIMENT note subject to the point of the extension thereof may be understood to the point of the provisions of a Form First form.  e provisions of a Form First rather than the provision of a Form First rather than the provision of the prov	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen e provisions he borrower revised or c provisions of stances do not stances do n	tailment ( ate Tax ( Insur. ( i Income  ce ( of this agree s circumstar cancelled as i f this agreen ot change, ti or the exte	ment, the borners agreement his agreement has a Partial Payr	2838 556 10,102 3686 6416 rower will pange, this recondition to the condition of the condit	pay \$21 pay \$21 pagreement was listed on ay ended and wised or can be compared to the company of	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended for the reverse of this the borrower will acelled as provided other agreement t	25/44  416/4  XXXXXXXXXXX  3/47  s per month for 12 more an additional 12 more form.  dollars on or be be by the conditions listed the borrowers' required
2. Deductions  3. Adjusted Annual In (1 minus 2)	Moderate-Income  LLMENT note subject to the composition of a Form FmH rather than the 1996  1996  1996  1996  1900	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen e provisions he borrower revised or c provisions of stances do not stances do n	tailment ( ate Tax ( Insur. ( i Income  ce ( of this agree s circumstar cancelled as i f this agreen ot change, ti or the exte	ment, the borners do not chorovided by the nent, the borners agreement insign thereof	2838 556 10,102 3686 6416 rower will ange, this are condition ower will provide the extension of the extensi	pay \$21 agreement was listed on ay ended and wised or can enter an	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended for the reverse of this the borrower will acelled as provided other agreement the partment of A MINISTRATION  THE STATEMENT OF A MINISTRATION  THE STATEMENT OF A MINISTRATION  THE STATEMENT OF A MINISTRATION	25/44  416/4  XXXXXXXXXXX  3/47  s per month for 12 more an additional 12 more form.  dollars on or be be by the conditions listed the borrowers' required
2. Deductions  3. Adjusted Annual In (I minus 2)	960  comel 7, 472  Moderate-Income  11  LLMENT note subject to the 90  If the extension thereof may be LMENT note subject to the 10  If the borrower's circums re January 1, 19  rather than the 1996  oved)  Manager  (Title)  37–15  A. III	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen e provisions he borrower revised or c provisions of stances do not stances do n	tailment ( ate Tax ( Insur. ( i Income  ce ( of this agree s circumstar cancelled as i f this agreen ot change, ti or the exte	ement, the borners do not chorovided by the nent, the borners agreement resion thereof all Partial Payr	2838 556 10,102 3686 6416 rower will pane, this in econdition ower will pare will be extended and be remarked by the second of the condition of the condition ower will be extended and be remarked by the second of the condition	pay \$21 agreement v ns listed on ay ended and vised or can ement", or FATES DE HOME AD ALD D. F 37-15 evelopme	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended for the reverse of this the borrower will acelled as provided other agreement the partment of A MINISTRATION  THE STATEMENT OF A MINISTRATION  THE STATEMENT OF A MINISTRATION  THE STATEMENT OF A MINISTRATION	25/44  416/4  XXXXXXXXXXX  3/47  s per month for 12 more an additional 12 more form.  dollars on or be be by the conditions listed the borrowers' required
2. Deductions  3. Adjusted Annual In (1 minus 2)  [ZLow-Income	960  comel 7, 472  Moderate-Income  11  LLMENT note subject to the 90  If the extension thereof may be LMENT note subject to the 10  If the borrower's circums re January 1, 19  rather than the 1996  oved)  Manager  (Title)  37–15  A. III	5. Note Inst 6. Real Esta 7. Property 8. Total 9. Adjusted x 20% 0. Differen e provisions he borrower revised or c provisions of stances do not stances do n	tailment ( ate Tax ( Insur. ( i Income  ce ( of this agree s circumstar cancelled as i f this agreen ot change, ti or the exte	ment, the borness do not che provided by the nent, the bornesis agreement insign thereof all Partial Payr By RETUSDA P.O.	2838 556 10,102 3686 6416 rower will pange, this in econdition ower will part will be extended and the condition of the condition ower will pange, this in econdition ower will part will be extended and the condition of the condition ower will part will be extended and the condition of the condi	pay \$21 agreement v ns listed on ay ended and vised or can ement", or FATES DE HOME AD ALD D. F 37-15 evelopme	Note Installment at 1% rate Difference Interest Credit: Annual Monthly  2.00 dollar will be extended for the reverse of this the borrower will accelled as provided other agreement the partment of A MINISTRATION  ORNESS	25/44  416/4  XXXXXXXXXXX  3/47  s per month for 12 more an additional 12 more form.  dollars on or be be by the conditions listed the borrowers' required

searching existing data sources, gathering and maintaining the data needed, and competing and reviewing the content of the collection of information, including suggestions for reducing this burden, to Department of regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of regarding this burden, the Department of Reducing this burden, the Department of Reducing this burden, the Department of Reducing Suggestions for reducing this burden, to Department of Reducing Suggestions for reducing this burden, to Department of Reducing Suggestions for reducing this burden, to Department of Reducing Suggestions for reducing this burden, to Department of Reducing Suggestions for reducing this burden, to Department of Reducing Suggestions for reducing this burden, to Department of Reducing Suggestions for reducing this burden, to Department of Reducing Suggestions for reducing this burden, to Department of Reducing Suggestions for reducing this burden, the Department of Reducing Suggestions for reducing this burden, to Department of Reducing Suggestions for reducing this burden, the Department of Reducing Suggestions for reducing this burden, the Department of Reducing Suggestions for reducing this burden, the Department of Reducing Suggestions for reducing this burden, the Department of Reducing Suggestions for reducing this burden, the Department of Reducing Suggestions for reducing Suggestions for reducing this burden, the Department of Reducing Suggestions for re

If the decision contained above in this form results in denial, reduction or cancellation of FmHA assistance, you may appeal this decision and have a hearing or you may request a review in ileu of a hearing.

se use the form we have included for this purpose.

orm KD 1944-6 UN Rev. 3-97)	iied Sta I	TES DEPARTE Rural Housing	Service	KICOLI O	KID 111	OMB No. 0575-0172
Date of Note Amount of Not		REST CRED		ENT	Type of Agreement	val 3 Corrected
,.a5-97 \$41,489.03		(Section 502	RH Loans)		1 ②New 2 □ Renev	2.2.011
6-25.97 \$27,627.24	Payme			1	Effective Date of Agrees	
	. LJ Ann					tion 521 of the Housing Act of
This agreement between the United States of Americ 1949, (herein called "the Government") and the bound agreement(s) (herein called "the note", whether one of	rrower who r more) fro	ose name appears m.Borrower to th	s below (herein ie Government	as describe	ottower ) and hierneries but	omissory note(s) or assumption
II. TO BE COMPLETED BY BORROWER (if addit  A. Complete the following for borrower, co-borrow	er.		<del></del>	1		
and all adult members of the household who will receive income	1	Planned Next 12	Income Months			<u> </u>
Name	Age	Wages	Other	Nam	Employees and addresses of employees	oyer or source of income
Arlene A. Catalino	42	#4371 PM	#4880.		id Stepped	/ Attmony
2. Genrifor M. Catalino	32	±480.		Fu	w time st	<del>fudiné</del>
3. Frank, A. Catalino	20			Not	Employed a	at this time.
B. Number of dependents (not including foster chi C. Annual Real Estate Taxes (Dwelling Only)	1686768	ding in the dwei	rty Insurance	] Premium <i>(</i>	Dwelling Only) 5 60	8
SIGNATURES OF BORROWERS. I (we) certify requirements and conditions on the reverse of this ag SECTION 1001 OF TITLE 18, UNITED STATES CODE PROVUNITED STATES KNOWINGLY AND WILLFULLY FALSE FALSE, FICTITIOUS OR FRAUDULENT STATEMENTS OF CONTAIN ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENTS OF BOTH."  (Date)  III. TO BE COMPLETED BY COUNTY OFFICE  1. Annual Income  2. Deductions  3. Adjusted Annual Income 1130.  (I minus 2)  Moderate Income  Limit-Maximum  IV. MONTHLY INSTALLMENT note subject to the second of the subject to the second of the subject to the subject to the second of the seco	4. Note 5. Note 6. Real l 7. Prope 8. Total 9. Adjus x 209 10. Diffe	IOEVER, IN ANY EALS OR COVER NTATIONS, OR M OR ENTRY, SHA  (Borrower)       Installment ( Estate Tax ( arty Insur. ( eted Income of ( ennce (	MATTER WITH SUP BY ANY MAKES OR USES LL BE FINED U  O  O  O  O  O  O  O  O  O  O  O  O  O	in the Jurick, script of the service	11. Note Installment 12. Note Installment 13. Difference 14. Interest Credit Monthly	ent 3240
This agreement or the extension thereof may be V. ANNUAL INSTALLMENT note subject to the January 1, 19 XX. If the borrower's circum dollars on or before January 1, 19 XX. The the reverse of this form.  *In accordance with the provisions of a Form R	e revised of provision estances de is agreeme	or cancelled as p s of this agreem o not change, th ant or the exten	erovided by the ent, the borrows is agreement wasion thereof a Partial Payme	e condition wer will pe will be extended may be rev	ns listed on the reverse of ay X X X X X X X X X X X X X X X X X X	vill pay X X X X X X X X X X X X X X X X X X X
Date Approved W. alopmer		<u>Var</u> age	/l By	NITED ST	TATES DEPARTMENT OF A	NKERT

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

RHCDS/SUBSIDY DATA	650 286 10:28:50 11/17/06 TV420454					
FMP1CICS FMP1 FH286 TV420454 0454 FAST						
EMBICICS EMBI EHS80 IA450424 0424 1101						
ACCT NBR 7529 ML P PRI SSN ;53	PROCRAM/MORATRE MITATER THE STATUS					
ACCT NBR /529 ML P PRI SSN /55	DROGRAM RORROWER PRG					
PARE ACCION DITCIPIE (Y/N) YES	EKOGICATI DOTOGOTI					
(17 /17 /G) NO	TIMBER MORATORIUM NO					
DMT ASSIST METHOD # (N/1/2) METHOD 2	EFFECTIVE 00/00/00 EXPIRE 00/00/00					
- amparby bearbedder (M/D/S) SHB/ECT TO KE	CAP					
ACDEEMENT DATES / SUBSIDY AMOUNTS	PAID-TO DATES -					
EFFECTIVE EXPIRES PMT TYPE PMT ASSIST	DEFER MORE THE FD-TO 01/20/00					
07/25/01 07/24/02 MONTHLY 189.73						
07/25/01 07/24/02 MONTHELI 105.75						
07/25/01 07/24/02 MONTHLY 189.73	0.00					
12/25/04 12/24/05 MONTHLY 189.73	0.00					
12/25/05 12/24/06 MONTHLY 109.73	0.00					
0.00	0.00					
ASSISTANCE FI	NANCIAL HISTORY					
ADMIN ADJUST RSN 0 INTEREST	PRINCIPAL					
T.M. TO TOTAL OF THE TABLE TO T	DATE YR TO DATE LN TO DATE					
279 46 1777	71.67 0.00 821.87					
DEFER MORT ASSIST 0.00	0.00					
DELEW HOKI WORLD	0.00					
PRE 1/90 PMT ASST	TUN					
O DELVORE 10E DAT DE 00/00/00 DETOR	PET 333.00 FOR INT 0.00					
OVRD 0 REAMORT: 1ST PMT DT 00/00/00 PRIOR P&I 333.00 FOR INT 0.00 OK INQUIRY ONLY						
OU THOUTH OWNT						

· .

RHCDS/SUBSIDY DATA		650 286 10:28:56 11	./17/06 TV420454			
FMP1CICS FMP1 FH286	TV420454 0454 FAST	PFSP282	2			
ACCT NBR 7532 M	IT S DRI SSN 53	43 ARLENE A CATALANO				
ASSISTANCE EL	TCIDIIITTY	PROGRAM/MORAT	ORIUM STATUS			
PMT ASSIST ELIGIBLE (Y/	ANI ADG	PROGRAM BORROWER	PRG			
	N) IES	UNDER MORATORIUM	NO			
DEFER MORT ELIGIBLE (Y/	N/C) NO	ONDER MORATORION	100 /00 /00 · 00 /00 /00			
PMT ASSIST METHOD # (N/	(1/2) METHOD 2	ELLECTIAE 00\00\0	) EXPIRE 00/00/00			
SUBSIDY RECAPTURE (N/	D/S) SUBJECT TO RE	CAP	TTD HO DIEDO			
AGREEMENT DATE	ES / SUBSIDY AMOUNTS	I				
EFFECTIVE EXPIRES PM	TT TYPE PMT ASSIST		PD-TO 01/25/06			
07/25/01 07/24/02 MC	אידוויע 120.25	0.00 PMT	ASSIST 01/25/06			
07/25/02 07/24/04 MC	NTHLY 120.25	0.00 A0D.	IT POPUP N			
12/25/04 12/24/05 MC	NTHLY 120.25	0.00				
12/25/05 12/24/06 MC	120.25	0.00				
00/00/00 00/00/00	0.00	0.00				
00/00/00 00/00/00	ACCICTANCE FI	NANCIAL HISTORY				
ADMIN ADJUST RSN 0	TMTTOTOT	PRINCIPAL	·			
	YR TO DATE LN TO	DATE VE TO DATE	LN TO DATE			
PROGRAM Y	TR TO DATE LN IO	n fo O O O				
PAYMENT ASSISTANCE	240.50 1139	8.59	0.00			
DEFER MORT ASSIST	0.00	0.00	0.00			
DDD 1/00 DMT 700F		0.00	0.00			
OTHER INFORMATION						
OVRD 0 REAMORT: 1ST PMT	r DT 00/00/00 PRIOR	P&I 226.00 FOR	INT 0.00			
OK INQUIRY ONLY						

# TRANSCRIPT OF JUDGMENT CERTIFICATE OF DISPOSITION

DOCKET NO. B79611

8147-5186

Judgment ARLENE A CATALANO

Debtor

Address

6980 WELLINGTON DRIVE DERBY, NY 14047

Judgment

FORD MOTOR CREDIT COMPANY

Creditor

Address

17197 N LAUREL PARK DR STE 402

LIVONIA, MICHIGAN 48152

Attorney for RUBIN & ROTHMAN

Judgment 1787 VETERANS HIGHWAY

Creditor

ISLANDIA NY 11749

ACTION SEVERED:

Damages

\$ 14415,45

Judgment Docketed

Date: April 26, 2005

Court Costs \$ 146.00

TOTAL AWARD \$ 14561.45

Judgment Rendered Date: April 26, 2005 CITY COURT OF BUFFALO

COUNTY OF ERIE STATE OF NEW YORK

## REMARKS

State of New York ) County of Erie City of Buffalo

I, S. BANKS-WILLIAMS, clerk of the City Court of Buffalo, hereby certify that all of the above is a correct transcript from the docket of judgments in the Buffalo City Court, and I further certify that the above judgment has been ENTERED.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed the official seal of the City Court of Buffalo on April 26, 2005.

Court Clerk

SEAL